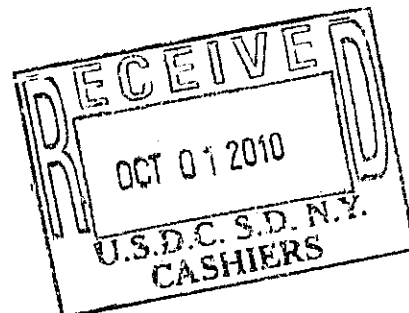


JUDGE KEENAN

Danial A. Nelson (DN4940)
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10 CIV 7523



Counsel for Plaintiff

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

BRANDON COLE,

Plaintiff,

v.

PEARSON EDUCATION INC.,

Defendant.

Civil Action No.:

**COMPLAINT AND
DEMAND FOR A JURY TRIAL**

Plaintiff BRANDON COLE, by and through undersigned counsel, pursuant to the applicable Federal Rules of Civil Procedure and the Local Rules of this Court, demands a trial by jury of all claims and issues so triable, and for his Complaint against Defendant Pearson Education Inc. ("Defendant" or "Pearson"), hereby asserts and alleges as follows:

JURISDICTION AND VENUE

1. Plaintiff Brandon Cole is a resident of the State of Washington who resides at 4917 N. Boeing Road, Spokane Valley, WA 99206.
2. Defendant Pearson Education Inc. is a Delaware corporation with its principle place of business at One Lake Street, Upper Saddle River, New Jersey.

3. This is an action for copyright infringement and related claims brought by Plaintiff, the holder of copyrights to photographs described herein, against Defendant for unauthorized uses of those copyrighted photographs.

4. Jurisdiction for Plaintiff's claims lies with the United States District Court for the Southern District of New York pursuant to the Copyright Act of 1976, 17 U.S.C. §§ 101, *et seq.*, 28 U.S.C. § 1331 (conferring original jurisdiction "of all civil actions arising under the Constitution, laws, or treaties of the United States"), and 28 U.S.C. § 1338(a) (conferring original jurisdiction over claims arising under any act of Congress relating to copyrights).

5. Venue is proper in this Court under 28 U.S.C. §§ 1391(b) since a substantial portion of the alleged misconduct by Defendant giving rise to the claims asserted herein occurred in this District and 28 U.S.C. § 1400(a) since Defendant resides or may be found in this District. Further, Defendant conducts substantial business in the State of New York, is subject to personal jurisdiction in the State of New York, has infringed Plaintiff's copyrights in the State of New York as described herein, and previously has consented to this Court's jurisdiction over it for claims alleging similar conduct.

GENERAL ALLEGATIONS

6. Plaintiff Brandon Cole is a professional photographer who makes his living by taking and licensing photographs.

7. Defendant Pearson Education Inc. is a publishing company in the business of creating and publishing educational textbooks, instructional technology materials, reference works, and other similar materials and publications.

8. Upon information and belief, Pearson has exploited several of Plaintiff's copyrighted photographs in various publications without permission and/or prior to obtaining

permission. The full scope of Pearson's infringing activities in this regard has not yet been ascertained.

9. Upon information and belief, Pearson also has exploited several of Plaintiff's copyrighted photographs in various publications in excess of the so-called "print run"—a term that identifies and sets the maximum number of copies of a publication that may be printed under the applicable license agreement—authorized under license agreements pertaining to Plaintiff's creative works. The full scope of Pearson's infringing activities in this regard has not yet been ascertained.

ALLEGATIONS REGARDING SPECIFIC PHOTOGRAPHS IN SPECIFIC PUBLICATIONS

Late Permissioning

10. Upon information and belief, Defendant published three (3) of Plaintiff's photographs identified as "km2084," "lf4619," and "lo7179" in its publication titled and/or referred to as *Miller Levine Biology 2010*.

11. Upon information and belief, Defendant published Plaintiff's photographs in this publication without obtaining prior permission from Plaintiff.

12. Photo km2084 was registered with the United States Copyright Office as part of copyright registration VA 1-205-144. A true and correct copy of the certificate of registration is attached hereto as Exhibit 1.

13. Photo lf4619 was registered with the United States Copyright Office as part of copyright registration VAu 491-190. A true and correct copy of the certificate of registration is attached hereto as Exhibit 2.

14. Photo lo7179 was registered with the United States Copyright Office as part of copyright registration VAu 507-555. A true and correct copy of the certificate of registration is

attached hereto as Exhibit 3.

15. Upon information and belief, Defendant published Plaintiff's photograph identified as "ge970, CO-21\Humpback Whale" in the 6th edition of its Copyright 2009 publication titled and/or referred to as *BIOLOGY: Concepts & Connections*.

16. Upon information and belief, Defendant published Plaintiff's photograph in this publication without obtaining prior permission from Plaintiff.

17. Photo ge970 was registered with the United States Copyright Office as part of copyright registration VA 1-002-048. A true and correct copy of the certificate of registration is attached hereto as Exhibit 4.

18. Upon information and belief, Defendant published Plaintiff's photograph identified as "ge970, CO-21\ Humpback Whale" in the 6th edition of the Instructor's Resources and Media edition of its Copyright 2009 publication titled and/or referred to as *BIOLOGY: Concepts & Connections*.

19. Upon information and belief, Defendant published Plaintiff's photograph in this publication without obtaining prior permission from Plaintiff.

20. Upon information and belief, Defendant published two (2) of Plaintiff's photographs identified as "ge970, 41-06\A baleen whale," and "mb42, 44-03\Sockeye salmon" in the 8th edition of the Instructor's Resources and Media of its Copyright 2008 publication titled and/or referred to as *BIOLOGY*.

21. Upon information and belief, Defendant published Plaintiff's photographs in this publication without obtaining prior permission from Plaintiff.

22. Photo mb42 was registered with the United States Copyright Office as part of copyright registration VAu 465-978. A true and correct copy of the certificate of registration is

attached hereto as Exhibit 5.

23. Upon information and belief, Defendant published three (3) of Plaintiff's photographs identified as "ge970, 41-06\A baleen whale," "pd70528-D, Hector's dolphins," and "mb42, 44-03\Sockeye salmon" in the 8th edition of the student edition of its Copyright 2008 publication titled and/or referred to as *BIOLOGY*.

24. Upon information and belief, Defendant published Plaintiff's photographs in this publication without obtaining prior permission from Plaintiff.

25. Photo pd70528-D was registered with the United States Copyright Office as part of copyright registration VAu 677-507. A true and correct copy of the certificate of registration is attached hereto as Exhibit 6.

26. Upon information and belief, Defendant published Plaintiff's photograph identified as "JZ-1799, Intertidal zonation" in the 8th edition of its Copyright 2005 publication titled and/or referred to as *Essentials of Oceanography*.

27. Upon information and belief, Defendant published Plaintiff's photograph in this publication without obtaining prior permission from Plaintiff.

28. Photo JZ-1799 was registered with the United States Copyright Office as part of copyright registration VAu 498-124. A true and correct copy of the certificate of registration is attached hereto as Exhibit 7.

29. Upon information and belief, Defendant published Plaintiff's photograph identified as "JZ-1799, Intertidal zonation" in the 9th edition of its Copyright 2008 publication titled and/or referred to as *Essentials of Oceanography*.

30. Upon information and belief, Defendant published Plaintiff's photograph in this publication without obtaining prior permission from Plaintiff.

31. Upon information and belief, Defendant published Plaintiff's photograph identified as "GE-970, a baleen whale" in the 7th edition of its Copyright 2005 publication titled and/or referred to as *BIOLOGY*.

32. Upon information and belief, Defendant published Plaintiff's photograph in this publication without obtaining prior permission from Plaintiff.

33. Upon information and belief, Defendant used, published, copied, and otherwise exploited Plaintiff's above-identified photographs without obtaining a valid license or authorization prior to obtaining a license, permission, or authorization to use, publish, copy, display, or otherwise exploit Plaintiff's copyrighted works.

34. Upon information and belief, Defendant was well aware of its obligations to obtain a license to use Plaintiff's works at the time it used, published, copied, and otherwise exploited Plaintiff's photographs as described above.

35. Upon information and belief, in certain instances, *after* Defendant already had used, copied, published, and otherwise exploited Plaintiff's photographs as described above, Defendant attempted to obtain a license to use Plaintiff's above-identified photographs in these publications.

36. Upon information and belief, at the time that Defendant represented to Plaintiff or his agents or representatives that it intended to use the photographs identified herein in the textbooks, publications, and other educational materials identified above, Defendant knew that it already had published those books and materials and that it had already begun to use and exploit Plaintiff's images without a license or prior authorization.

37. Upon information and belief, in those instances where a Defendant obtained a license to use Plaintiff's images in any of the publications identified above, Defendant styled the

permission requests as requests for prospective rights despite the fact that the publications already had been printed and Plaintiff's images already had been used and exploited without permission.

38. Upon information and belief, at the time that Defendant requested permission to use Plaintiff's photographs in any of the publications identified above, Defendant failed to advise, inform, or disclose to Plaintiff or his agents or representatives that the images already had been used in publications that already had been published.

39. Upon information and belief, any purported license granted by Plaintiff to Defendant after a publication already had been published was obtained by Defendant under intentionally false and misleading circumstances.

40. Upon information and belief, any purported license granted by Plaintiff to Defendant expressly stated: "Rights to reproduction of photographs granted only upon receipt of payment of invoice in full. Any use prior to such payment may be considered an infringement of copyright."

41. Upon information and belief, any purported license granted by Plaintiff to Defendant after a publication already had been published did not grant any retroactive rights to Defendant pertaining to Defendant's prior, unauthorized use of Plaintiff's images.

42. Upon information and belief, any purported license granted by Plaintiff to Defendant after a publication already had been published did not cure or otherwise compromise any copyright infringement claim Plaintiff may have against Defendant.

43. Upon information and belief, Defendant's attempt to ratify or conceal its unauthorized use of Plaintiff's creative works by surreptitiously seeking to obtain retroactive rights demonstrates that it was and is aware that it infringed Plaintiff's copyrights and that it did

so willfully, maliciously, and/or recklessly.

Print Overruns

44. Upon information and belief, Defendant licensed Plaintiff's "ge970, CO-21\AAIMYVS0\Humpback Whale" photograph for use in the 6th edition of its Copyright 2009 publication titled and/or referred to as *BIOLOGY: Concepts & Connections* (ISBN No. 0321489845).

45. A true and correct copy of the license pertaining to this publication is attached hereto as Exhibit 8 ("Invoice Memo # 2150").

46. By its express terms, this license grants Defendant permission to use this photograph in only 100,000 copies of this publication.

47. The license terms also unequivocally provide that "Additional use of any kind whatsoever, in any media or by any means of distribution, requires an additional licensing fee."

48. The "Usage and Rights" provision of this license agreement expressly provides that "Any use prior to such payment may be considered an infringement of copyright. Any use not specifically granted in this license constitutes copyright infringement."

49. Upon information and belief, Defendant subsequently requested the limited right to print an additional 100,000 copies of this publication, for a total print run allowance of 200,000 copies.

50. A true and correct copy of the license granting this limited print run extension is attached hereto as Exhibit 9 ("Invoice Memo # 2184").

51. By its express terms, this license grants Defendant permission to use this photograph in only an additional 100,000 copies of this publication, for a total print run of 200,000 copies.

52. The license terms for this limited print run extension unequivocally provide that “Additional use of any kind whatsoever, in any media or by any means of distribution, requires an additional licensing fee.”

53. The “Usage and Rights” provision of this license agreement expressly provides that “Any use prior to such payment may be considered an infringement of copyright. Any use not specifically granted in this license constitutes copyright infringement.”

54. Accordingly, Defendant’s permission to publish this photograph was limited to a total print run of 200,000.

55. Upon information and belief, notwithstanding these express limitations on Defendant’s permission to use Plaintiff’s photographs, Defendant exceeded and acted outside the scope of these license restrictions by printing more than 200,000 copies of this publication.

56. Upon information and belief, Defendant licensed Plaintiff’s “ge970, CO-21\AAIMYVS0\Humpback Whale” photograph for use in the 6th edition of the Instructor’s Resources & Media materials of the Copyright 2009 publication titled and/or referred to as *BIOLOGY: Concepts & Connections* (ISBN No. 0321548248).

57. A true and correct copy of the license pertaining to this publication is attached hereto as Exhibit 10 (“Invoice Memo # 2151”).

58. By its express terms, this license grants Defendant permission to use this photograph in only 20,000 copies of this publication.

59. The license terms also unequivocally provide that “Additional use of any kind whatsoever, in any media or by any means of distribution, requires an additional licensing fee.”

60. The “Usage and Rights” provision of this license agreement expressly provides that “Any use prior to such payment may be considered an infringement of copyright. Any use

not specifically granted in this license constitutes copyright infringement.”

61. Upon information and belief, notwithstanding these express limitations on Defendant’s permission to use Plaintiff’s photographs, Defendant exceeded and acted outside the scope of these license restrictions by printing more than 20,000 copies of this publication.

62. Upon information and belief, Defendant licensed Plaintiff’s “ge970, 41-06\AACGJQY0\A baleen whale,” and “mb42, 44-03\AAIJRFK0\Sockeye salmon” photographs for use in the 8th edition of its Copyright 2008 publication titled and/or referred to as *BIOLOGY* (ISBN No. 0805368442).

63. A true and correct copy of the license pertaining to this publication is attached hereto as Exhibit 11 (“Invoice Memo # 2166”).

64. By its express terms, this license grants Defendant permission to use this photograph in only 300,000 copies of this publication.

65. The license terms also unequivocally provide that “Additional use of any kind whatsoever, in any media or by any means of distribution, requires an additional licensing fee.”

66. The “Usage and Rights” provision of this license agreement expressly provides that “Any use prior to such payment may be considered an infringement of copyright. Any use not specifically granted in this license constitutes copyright infringement.”

67. Accordingly, Defendant’s permission to publish this photograph was limited to a print run of 300,000.

68. Upon information and belief, notwithstanding these express limitations on Defendant’s permission to use Plaintiff’s photographs, Defendant exceeded and acted outside the scope of these license restrictions by printing more than 300,000 copies of this publication.

69. Upon information and belief, Defendant licensed Plaintiff’s “JZ-1799, Intertidal

zonation” photograph for use in the 9th edition of its Copyright 2008 publication titled and/or referred to as *Essentials of Oceanography* (ISBN No. 0132401223).

70. A true and correct copy of the license pertaining to this publication is attached hereto as Exhibit 12 (“Invoice Memo # 1934”).

71. By its express terms, this license grants Defendant permission to use this photograph in only 40,000 copies of this publication.

72. The license terms also unequivocally provide that “Additional use of any kind whatsoever, in any media or by any means of distribution, requires an additional licensing fee.”

73. The “Usage and Rights” provision of this license agreement expressly provides that “Any use prior to such payment may be considered an infringement of copyright. Any use not specifically granted in this license constitutes copyright infringement.”

74. Accordingly, Defendant’s permission to publish this photograph was limited to a print run of 40,000.

75. Upon information and belief, notwithstanding these express limitations on Defendant’s permission to use Plaintiff’s photographs, Defendant exceeded and acted outside the scope of these license restrictions by printing more than 40,000 copies of this publication.

76. Upon information and belief, Defendant licensed Plaintiff’s “GE-970, a baleen whale” photograph for use in the 7th edition of its Copyright 2005 publication titled and/or referred to as *BIOLOGY* (ISBN No. 0805371710).

77. A true and correct copy of the license pertaining to this publication is attached hereto as Exhibit 13 (“Invoice Memo # 1673”).

78. By its express terms, this license grants Defendant permission to use this photograph in only 200,000 copies of this publication.

79. The license terms also unequivocally provide that “Additional use of any kind whatsoever, in any media or by any means of distribution, requires an additional licensing fee.”

80. The “Usage and Rights” provision of this license agreement expressly provides that “Any use prior to such payment may be considered an infringement of copyright. Any use not specifically granted in this license constitutes copyright infringement.”

81. Accordingly, Defendant’s permission to publish this photograph was limited to a print run of 200,000.

82. Upon information and belief, notwithstanding these express limitations on Defendant’s permission to use Plaintiff’s photographs, Defendant exceeded and acted outside the scope of these license restrictions by printing more than 200,000 copies of this publication.

83. Upon information and belief, Defendant licensed Plaintiff’s “GE-970, a baleen whale” photograph for use in the Instructor Resource materials and CD-Rom of the 7th edition of its Copyright 2005 publication titled and/or referred to as *BIOLOGY* (ISBN No. 805371737).

84. A true and correct copy of the license pertaining to this publication is attached hereto as Exhibit 14 (“Invoice Memo # 1674”).

85. By its express terms, this license grants Defendant permission to use this photograph in only 10,000 copies of this publication.

86. The license terms also unequivocally provide that “Additional use of any kind whatsoever, in any media or by any means of distribution, requires an additional licensing fee.”

87. The “Usage and Rights” provision of this license agreement expressly provides that “Any use prior to such payment may be considered an infringement of copyright. Any use not specifically granted in this license constitutes copyright infringement.”

88. Accordingly, Defendant’s permission to publish this photograph was limited to a

print run of 10,000.

89. Upon information and belief, notwithstanding these express limitations on Defendant's permission to use Plaintiff's photographs, Defendant exceeded these license restrictions and printed more than 10,000 copies of this publication.

90. Upon information and belief, Defendant licensed Plaintiff's "HU-690, Aggregating Anemones" photograph for use in Teacher Express CD-Rom of its Copyright 2005 publication titled and/or referred to as *Miller and Levine's Biology*.

91. A true and correct copy of the license pertaining to this publication is attached hereto as Exhibit 15 ("Invoice Memo # 1648").

92. By its express terms, this license grants Defendant permission to use this photograph in only 5,000 copies of this publication.

93. The license terms also unequivocally provide that "Additional use of any kind whatsoever, in any media or by any means of distribution, requires an additional licensing fee."

94. The "Usage and Rights" provision of this license agreement expressly provides that "Any use prior to such payment may be considered an infringement of copyright. Any use not specifically granted in this license constitutes copyright infringement."

95. Accordingly, Defendant's permission to publish this photograph was limited to a print run of 5,000.

96. Upon information and belief, notwithstanding these express limitations on Defendant's permission to use Plaintiff's photographs, Defendant exceeded and acted outside the scope of these license restrictions by printing more than 5,000 copies of this publication.

97. Defendant, by its willful and knowing actions, injured Plaintiff by engaging in the unlicensed, unauthorized, and uncompensated use of Plaintiff's creative works and, as such,

deprived Plaintiff of his rightful compensation for the use of his creative works.

98. Upon information and belief, Defendant has and continues to financially benefit from the uncompensated use of Plaintiff's creative works.

99. Upon information and belief, none of the above-identified license agreements between Plaintiff and Defendant permitted Defendant to print more than the stated print run for a given publication.

100. Upon information and belief, Defendant acted outside the scope of its limited license and exceeded the scope of its limited permission to use Plaintiff's copyrighted photographs by printing more copies of a given publication than was permitted under the applicable license agreement.

**COUNT I
(COPYRIGHT INFRINGEMENT--LATE PERMISSIONING)**

101. Plaintiff repeats and re-alleges each allegation set forth in paragraphs 1-100 as if set forth fully herein.

102. Plaintiff is the registered copyright owner of the creative works identified herein and that are the subject of this action.

103. Upon information and belief, Defendant used, published, distributed, and/or exploited Plaintiff's creative works without prior license or permission or authorization to do so.

104. Upon information and belief, Defendant did not secure permission, authorization, or a license to use and display Plaintiff's creative works in the publications and materials identified in Paragraphs 10-31 prior to publication.

105. In those cases where Defendant subsequently sought permission to use Plaintiff's photographs in the publications identified in Paragraph 10-31, it did so without disclosing that it already had used Plaintiff's creative works in textbooks and materials that already had been

published.

106. By using and publishing Plaintiff's copyrighted creative works in its textbooks and materials without prior permission or license to do so, Defendant infringed Plaintiff's copyrights in those creative works.

107. Defendant's subsequent attempts to retroactively obtain permission to use Plaintiff's photographs demonstrates that it was aware of its obligation to obtain authorization from the creator of a creative work in order to use and publish that photograph in its publications.

108. Defendant's use of Plaintiff's photographs without permission infringes Plaintiff's copyrights in the photographs identified herein.

109. By infringing Plaintiff's copyrights in creating and distributing commercial publications, Defendant misappropriated Plaintiff's intellectual property for its own profit, causing Plaintiff significant injuries, damages, and losses in amounts to be determined at trial.

110. Defendant's unauthorized use of Plaintiff's copyrighted images prior to obtaining any permission was willful.

111. Defendant's efforts to conceal or ratify its unauthorized use of Plaintiff's creative works demonstrates that it was fully aware that its use was unauthorized and thus infringing and that its conduct was intentional, willful, reckless, and/or malicious.

112. Plaintiff seeks all damages recoverable under the Copyright Act, including statutory or actual damages, including Defendant's profits attributable to the infringing use of Plaintiff's creative works, and damages suffered as a result of the lack of compensation, credit, and attribution. Plaintiff also seeks all attorneys' fees and any other costs incurred in pursuing and litigating this matter.

COUNT II
(COPYRIGHT INFRINGEMENT--PRINT OVERRUNS)

113. Plaintiff repeats and re-alleges each allegation set forth in paragraphs 1-112 as if set forth fully herein.

114. Plaintiff is the registered copyright owner of the creative works identified herein and that are the subject of this action.

115. Upon information and belief, Defendant used, published, distributed, and/or exploited Plaintiff's creative works in excess of and outside the limited scope of its license or permission or authorization to do so.

116. By printing more copies of the publications identified in Paragraphs 44-90 Defendant exceeded any limited authority it may have had to use Plaintiff's photographs in these publications.

117. Defendant's use of Plaintiff's photographs in excess of the terms set forth in the license agreements referred to in Paragraphs 44-90 and attached hereto as Exhibits 8-15 infringes Plaintiff's copyrights in the photographs identified in those agreements.

118. By infringing Plaintiff's copyrights in creating and distributing commercial publications, Defendant misappropriated Plaintiff's intellectual property for its own profit, causing Plaintiff significant injuries, damages, and losses in amounts to be determined at trial.

119. Defendant's unauthorized use of Plaintiff's copyrighted images, including its use in excess of whatever limited authority or permission it may have obtained, was willful.

120. Defendant's efforts to conceal or ratify its unauthorized use of Plaintiff's creative works demonstrates that it was fully aware that its use was unauthorized and thus infringing and that this conduct was intentional, willful, reckless, and/or malicious.

121. Plaintiff seeks all damages recoverable under the Copyright Act, including

statutory or actual damages, including Defendant's profits attributable to the infringing use of Plaintiff's creative works, and the damages suffered as a result of the lack of compensation, credit, and attribution. Plaintiff also seeks all attorneys' fees and any other costs incurred in pursuing and litigating this matter.

WHEREFORE, Plaintiff respectfully prays for judgment on his behalf and for the following relief:

1. A preliminary and permanent injunction against Defendant from copying, displaying, distributing, advertising, promoting, and/or selling the infringing publications identified herein, and requiring Defendant to deliver to the Court for destruction or other appropriate disposition all relevant materials, including digital files of Plaintiff's photographs and all copies of the infringing materials described in this complaint that are in the control or possession or custody of Defendant;
2. All allowable damages under the Copyright Act, including, but not limited to, statutory or actual damages, including damages incurred as a result of Plaintiff's loss of licensing revenue and Defendant's profits attributable to infringement, and damages suffered as a result of the lack of credit and attribution;
3. Plaintiff's full costs, including litigation expenses, expert witness fees, interest, and any other amounts authorized under law, and attorneys' fees incurred in pursuing and litigating this matter;
4. Any other relief authorized by law, including punitive and/or exemplary damages;
and
5. For such other and further relief as the Court deems just and proper.

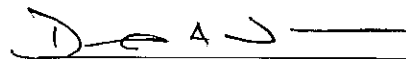
JURY TRIAL DEMANDED

Dated October 1, 2010
New York, New York.

Respectfully submitted,

NELSON & McCULLOCH LLP

By:



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Kevin P. McCulloch (KM0530)
The Chrysler Building
405 Lexington Ave., 26th Floor
New York, New York 10174
T: (212) 907-6677
F: (646) 308-1178

dnelson@nelsonmcculloch.com
kmcculloch@nelsonmcculloch.com

Attorneys for Plaintiff

EXHIBIT 1

CERTIFICATE OF REGISTRATION



OFFICIAL SEAL

This Certificate issued under the seal of the Copyright Office in accordance with title 17, United States Code, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

Marybeth Peters

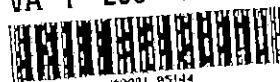
REGISTER OF COPYRIGHTS
United States of America

FORM VA

For a Work of the Visual Arts
UNITED STATES COPYRIGHT OFFICE

REGISTRATION

VA 1-205-144



APR 03 2003

Month Day Year

DO NOT WRITE ABOVE THIS LINE IF YOU NEED MORE SPACE USE A SEPARATE CONTINUATION SHEET

1

Title of This Work

"Humpback Whale KM-2004" published
by Innerspace Visions

NATURE OF THIS WORK See instructions

photograph

Previous or Alternative Titles

Publication as a Contribution If the work was published as a contribution to a periodical or other serial, give the title of the periodical, the issue number, and the date of publication. If the work was published as a contribution to a book, give the title of the book, the chapter or section number, and the date of publication.

If published in a periodical or serial give Volume

Number

Issue Date

On Page

2

NAME OF AUTHOR

a *Brandon D Cole*

DATES OF BIRTH AND DEATH

Year Born

Year Died

1970

Was this contribution to the work a work made for hire

☐ Yes
☒ No

Author's Nationality or Domicile

Name of Country

OR

Citizen of

Domiciled in

USA

Was This Author's Contribution to the Work

Anonymous

Yes

No

Pseudonymous

Yes

No

If the answer to either question is "Yes," the author's full name must be stated.

Nature of Authorship Check appropriate box(es) See instructions

☐ 3 Dimensional sculpture

☐ Map

☐ 2 Dimensional artwork

☒ Photograph

☐ Reproduction of work of art

☐ Jewelry design

☐ Technical drawing

☐ Text

☐ Architectural work

Name of Author

Dates of Birth and Death

Year Born

Year Died

Was this contribution to the work a work made for hire

☐ Yes
☐ No

Author's Nationality or Domicile

Name of Country

OR

Citizen of

Domiciled in

Was This Author's Contribution to the Work

Anonymous

Yes

No

Pseudonymous

Yes

No

If the answer to either question is "Yes," the author's full name must be stated.

Nature of Authorship Check appropriate box(es) See instructions

☐ 3 Dimensional sculpture

☐ Map

☐ 2 Dimensional artwork

☐ Photograph

☐ Reproduction of work of art

☐ Jewelry design

☐ Technical drawing

☐ Text

☐ Architectural work

3

Year in Which Creation of This Work Was Completed

1995

Date and Place of First Publication of This Particular Work

Complete this information ONLY if this work has been published

Month

Day

Year

1997

USA

4

COPYRIGHT CLAIMANT(S) Name and address must be given, even if the claimant is the same as the author or publisher

Brandon D Cole
1109 E 12th Ave
Spokane, WA 99202

Transfer If the claimant(s) named here in space 4 (are) different from the author(s) named in space 2, a brief statement of how the claimant(s) obtained ownership of the copyright

APPLICATION RECEIVED

APR 03 2003

ONE DEPOSIT RECEIVED

APR 03 2003

TWO DEPOSITS RECEIVED

FUNDS RECEIVED

MORE ON BACK

Complete all applicable spaces (numbers 5-9) on the reverse side of this page.
See detailed instructions on the form.

DO NOT WRITE HERE

Page 1 of 2

EXAMINED BY *[Signature]*

FORM VA

CHECKED BY

☐ CORRESPONDENCE

Yes

FOR
COPYRIGHT
OFFICE
USE
ONLY

DO NOT WRITE ABOVE THIS LINE IF YOU NEED MORE SPACE-USE A SEPARATE CONTINUATION SHEET

PREVIOUS REGISTRATION Has registration for this work or for an earlier version of this work already been made in the Copyright Office?

☐ Yes ☒ No If your answer is Yes why is another registration being sought? (Check appropriate box) ▼a ☐ This is the first published edition of a work previously registered in unpublished formb ☐ This is the first application submitted by this author as copyright claimantc ☐ This is a changed version of the work as shown by space 6 on this application

If your answer is Yes, give Previous Registration Number ▼

Year of Registration ▼

5

DERIVATIVE WORK OR COMPILATION Complete both space 6a and 6b for a derivative work; complete only 6b for a compilation

a Preexisting Material Identify any preexisting work or works that this work is based on or incorporates ▼

a
See instructions
before completing
this space

6

b

b Material Added to This Work Give a brief general statement of the material that has been added to this work and in which copyright is claimed ▼

DEPOSIT ACCOUNT If the registration fee is to be charged to a Deposit Account established in the Copyright Office, give name and number of Account

Name ▼

Account Number ▼

a

7

b

CORRESPONDENCE Give name and address to which correspondence about this application should be sent- Name/Address/Apt/City/State/ZIP ▼

Brandon D Cole
1109 E 12th Ave
Spokane, WA 99202

Area code and daytime telephone number

(509) 535 3489

Fax number

(509) 535 2556

Email *brandoncole@msn.com*

CERTIFICATION* I, the undersigned, hereby certify that I am the

check only one ► ☒ author
☐ other copyright claimant
☐ owner of exclusive right(s)
☐ authorized agent of

Name of author or other copyright claimant or owner of exclusive right(s) ▲

of the work identified in this application and that the statements made by me in this application are correct to the best of my knowledge

Typed or printed name and date ▼ If this application gives a date of publication in space 3, do not sign and submit it before that date

Brandon D Cole

Date 3/28/03

Handwritten signature (X) ▼

X *[Signature]*

8

Certificate
will be
mailed in
window
envelope
to this
address

Name ▼

Brandon D Cole

Number/Street/Apt ▼

1109 E 12th Ave

City/State/ZIP ▼

Spokane, WA 99202

* SEE INSTRUCTIONS

Complete all necessary spaces.
Sign your application in space 8.SEND ALL CORRESPONDENCE
IN THE SAME PACKAGE1. Application form
2. Non-refundable filing fee in check or money
order payable to Register of Copyrights
3. Deposit in fee

MAIL TO

Library of Congress
Copyright Office
101 Independence Avenue S.E.
Washington, D.C. 20558-6000

9

17 U.S.C. § 506(a) Any person who knowingly makes a false representation of a material fact in the application for copyright registration provided for by section 402 or in any written statement filed in connection with the application shall be fined not more than \$2,500.

EXHIBIT 2

CERTIFICATE OF REGISTRATION



OFFICIAL SEAL

This Certificate issued under the seal of the Copyright Office in accordance with title 17, United States Code, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

FORM VA
For a Work of the Visual Arts
UNITED STATES COPYRIGHT OFFICE

REGIST

VAU 491-190



EFFECTIVE DATE OF REGISTRATION

MAR 20 2000

Month

Day

Year

REGISTER OF COPYRIGHTS...ATE CONTINUATION SHEET.
United States of America

TITLE OF THIS WORK ▼

"BRANDON D. COLE Marine Life Photo Collection No. 4"

NATURE OF THIS WORK ▼ See instructions

444 unpublished photographs

PREVIOUS OR ALTERNATIVE TITLES ▼

Publication as a Contribution If this work was published as a contribution to a periodical, serial, or collection, give information about the collective work in which the contribution appeared. Title of Collective Work ▼

If published in a periodical or serial give: Volume ▼

Number ▼

Issue Date ▼

On Pages ▼

NAME OF AUTHOR ▼

BRANDON D. COLE

DATES OF BIRTH AND DEATH

Year Born ▼

Year Died ▼

1970

Was this contribution to the work a "work made for hire"?
☐ Yes
☒ No

Author's Nationality or Domicile
Name of Country

OR { Citizen of ► USA
Domiciled in ►

Was This Author's Contribution to the Work

Anonymous? ☐ Yes ☒ NoPseudonymous? ☐ Yes ☒ No

If the answer to either of these questions is "Yes," see detailed instructions.

NATURE OF AUTHORSHIP Check appropriate box(es). See instructions

☐ 3-Dimensional sculpture☐ Map☐ Technical drawing☐ 2-Dimensional artwork☒ Photograph☐ Text☐ Reproduction of work of art☐ Jewelry design☐ Architectural work

NAME OF AUTHOR ▼

DATES OF BIRTH AND DEATH

Year Born ▼

Year Died ▼

Was this contribution to the work a "work made for hire"?
☐ Yes
☐ No

Author's Nationality or Domicile
Name of Country

OR { Citizen of ►
Domiciled in ►

Was This Author's Contribution to the Work

Anonymous? ☐ Yes ☐ NoPseudonymous? ☐ Yes ☐ No

If the answer to either of these questions is "Yes," see detailed instructions.

NATURE OF AUTHORSHIP Check appropriate box(es). See instructions

☐ 3-Dimensional sculpture☐ Map☐ Technical drawing☐ 2-Dimensional artwork☐ Photograph☐ Text☐ Reproduction of work of art☐ Jewelry design☐ Architectural work

Year in Which Creation of This Work Was

Completed

1. 2000

This information must be given in all cases.

Date and Nation of First Publication of This Particular Work

Complete this information ONLY if this work has been published.

Month ►

Day ►

Year ►

Nation

COPYRIGHT CLAIMANT(S) Name and address must be given even if the claimant is the same as the author given in space 2. ▼

BRANDON D. COLE
1109 E. 12th Ave.
Spokane, WA 99202

APPLICATION RECEIVED

MAR 20, 2000

ONE DEPOSIT RECEIVED

MAR 20, 2000

TWO DEPOSITS RECEIVED

FUNDS RECEIVED

Transfer If the claimant(s) named here in space 4 is (are) different from the author(s) named in space 2, give a brief statement of how the claimant(s) obtained ownership of the copyright. ▼

DO NOT WRITE HERE OFFICE USE ONLY

See instructions before completing this space.

MORE ON BACK ►

• Complete all applicable spaces (numbers 5-9) on the reverse side of this page.
• See detailed instructions.
• Sign the form at line 8.

DO NOT WRITE HERE

Page 1 of _____ pages

EXAMINED BY *ATS*CHECKED BY *DMH*
☐ CORRESPONDENCE
Yes
FOR
COPYRIGHT
OFFICE
USE
ONLY

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

PREVIOUS REGISTRATION Has registration for this work, or for an earlier version of this work, already been made in the Copyright Office?

☒ Yes ☐ No If your answer is "Yes," why is another registration being sought? (Check appropriate box.) ▼
a. ☐ This is the first published edition of a work previously registered in unpublished form.b. ☐ This is the first application submitted by this author as copyright claimant.c. ☐ This is a changed version of the work, as shown by space 6 on this application.

If your answer is "Yes," give: Previous Registration Number ▼

Year of Registration ▼

DERIVATIVE WORK OR COMPILATION Complete both space 6a and 6b for a derivative work; complete only 6b for a compilation.

a. Preexisting Material Identify any preexisting work or works that this work is based on or incorporates. ▼

See instructions
before completing
this space.

b. Material Added to This Work Give a brief, general statement of the material that has been added to this work and in which copyright is claimed. ▼

DEPOSIT ACCOUNT If the registration fee is to be charged to a Deposit Account established in the Copyright Office, give name and number of Account.

Name ▼

Account Number ▼

CORRESPONDENCE Give name and address to which correspondence about this application should be sent. Name/Address/Apt/City/State/ZIP ▼

BRANDON D. COLE
1109 E. 12th Ave.
Spokane, WA 99202

Area code and daytime telephone number ▶ (509) 535-3489

Fax number ▶ (509) 535-2556

Email ▶ brandoncole@msn.com

CERTIFICATION I, the undersigned, hereby certify that I am the

check only one ▶

☒ Author☐ other copyright claimant☐ owner of exclusive right(s)☐ authorized agent of

Name of author or other copyright claimant, or owner of exclusive right(s) ▲

of the work identified in this application and that the statements made by me in this application are correct to the best of my knowledge.

Typed or printed name and date ▼ If this application gives a date of publication in space 3, do not sign and submit it before that date.

BRANDON D. COLE

Date ▶ 3/11/00

Handwritten signature (X) ▼

☒ *Brandon D. Cole*

 Certificate
will be
mailed in
envelope
with this
address

Name ▼

BRANDON D. COLE

Number/Street/Apt ▼

1109 E. 12th Ave.

City/State/ZIP ▼

Spokane, WA 99202

U.S. MAIL

- Complete all necessary spaces
- Sign your application in space 8

SERIAL DOCUMENTS
IN THE SAME PACKAGE

1. Application form
2. Nonrefundable filing fee in check or money order payable to Register of Copyrights
3. Deposit material

MAIL TO

 Library of Congress
Copyright Office
101 Independence Avenue, S.E.
Washington, D.C. 20559-0000

9

As of July 1, 1999,
the filing fee for
Form VA is \$30.

EXHIBIT 3

FORM VA
For a Work of the Visual Arts
UNITED STATES COPYRIGHT OFFICE

REGI:

VAU 507-555



K100 00050 7555

CERTIFICATE OF REGISTRATION

This Certificate issued under the seal of the Copyright Office in accordance with title 17, United States Code, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

EFFECTIVE DATE OF REGISTRATION

NOV 22 2000

Month Day Year

Marybeth Peters

CONTINUATION SHEET.

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE REVERSE SIDE.

United States of America

NATURE OF THIS WORK See Instructions

TITLE OF THIS WORK

"BRANDON D. COLE Marine Life Photo Collection No. 6"

418 unpublished photographs

PREVIOUS OR ALTERNATIVE TITLES

Publication as a Contribution If this work was published as a contribution to a periodical, serial, or collection, give information about the collective work in which the contribution appeared. Title of Collective Work

If published in a periodical or serial give: Volume Number

Issue Date

On Pages

NAME OF AUTHOR

a BRANDON D. COLE

DATES OF BIRTH AND DEATH

Year Born Year Died

1970

Was this contribution to the work a "work made for hire"?

☐ Yes☒ No

Author's Nationality or Domicile Name of Country

OR Citizen of USA

Domiciled in

Was This Author's Contribution to the Work

Anonymous? ☐ Yes ☒ NoPseudonymous? ☐ Yes ☒ No

If the answer to either of these questions is "Yes," see detailed instructions.

NATURE OF AUTHORSHIP Check appropriate box(es). See Instructions

☐ 3-Dimensional sculpture☐ Map☐ Technical drawing☐ 2-Dimensional artwork☒ Photograph☐ Text☐ Reproduction of work of art☐ Jewelry design☐ Architectural work

NAME OF AUTHOR

DATES OF BIRTH AND DEATH

Year Born Year Died

Was this contribution to the work a "work made for hire"?

☐ Yes☐ No

Author's Nationality or Domicile Name of Country

OR Citizen of

Domiciled in

Was This Author's Contribution to the Work

Anonymous? ☐ Yes ☐ NoPseudonymous? ☐ Yes ☐ No

If the answer to either of these questions is "Yes," see detailed instructions.

NATURE OF AUTHORSHIP Check appropriate box(es). See Instructions

☐ 3-Dimensional sculpture☐ Map☐ Technical drawing☐ 2-Dimensional artwork☐ Photograph☐ Text☐ Reproduction of work of art☐ Jewelry design☐ Architectural work

Year in Which Creation of This Work Was Completed

2000

This information must be given in all cases.

Date and Nation of First Publication of This Particular Work

Complete this information Month Day Year

ONLY if this work has been published.

COPYRIGHT CLAIMANT(S) Name and address must be given even if the claimant is the same as the author given in space 2.

BRANDON D. COLE
1109 E. 12th Ave.
Spokane, WA 99202

APPLICATION RECEIVED

NOV 22 2000

ONE DEPOSIT RECEIVED

NOV 22 2000

TWO DEPOSITS RECEIVED

FUNDS RECEIVED

Transfer If the claimant(s) named here in space 4 is (are) different from the author(s) named in space 2, give a brief statement of how the claimant(s) obtained ownership of the copyright.

MORE ON BACK

• Complete all applicable spaces (numbers 5-9) on the reverse side of this page.
• See detailed instructions.
• Sign the form at line 8.

DO NOT WRITE HERE

Page 1 of pages

NOTE

Under the law, the "author" of "work made for hire" is generally the employer, not the employee (see instructions). For any part of this work that was "made for hire" check "Yes" in the space provided, give the employer (or other person for whom the work was prepared) as "Author" of that part, and leave the space for dates of birth and death blank.

3

4

See instructions before completing this space.

DO NOT WRITE HERE OFFICE USE ONLY

EXAMINED BY *RV*CHECKED BY *NLMH*
☐ CORRESPONDENCE
Yes
FOR
COPYRIGHT
OFFICE
USE
ONLY

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

PREVIOUS REGISTRATION Has registration for this work, or for an earlier version of this work, already been made in the Copyright Office?

Yes ☒ No If your answer is "Yes," why is another registration being sought? (Check appropriate box) ▼☐ This is the first published edition of a work previously registered in unpublished form.☐ This is the first application submitted by this author as copyright claimant.☐ This is a changed version of the work, as shown by space 6 on this application.

your answer is "Yes," give: Previous Registration Number ▼

Year of Registration ▼

DERIVATIVE WORK OR COMPILATION Complete both space 6a and 6b for a derivative work; complete only 6b for a compilation.

Preexisting Material Identify any preexisting work or works that this work is based on or incorporates. ▼

5

6

a See instructions
before completing
this space.

Material Added to This Work Give a brief, general statement of the material that has been added to this work and in which copyright is claimed. ▼

b

DEPOSIT ACCOUNT If the registration fee is to be charged to a Deposit Account established in the Copyright Office, give name and number of Account.

Name ▼ Account Number ▼

a

CORRESPONDENCE Give name and address to which correspondence about this application should be sent. Name/Address/Apt/City/State/ZIP ▼

b

BRANDON D. COLE
1109 E. 12th Ave.
Spokane, WA 99202

area code and daytime telephone number ► (509) 535-3489

Fax number ► (509) 535-2556

email ► brandancole@msn.com

CERTIFICATION I, the undersigned, hereby certify that I am the

check only one ► ☒ author
☐ other copyright claimant
☐ owner of exclusive right(s)
☐ authorized agent of _____

Name of author or other copyright claimant, or owner of exclusive right(s) A

if the work identified in this application and that the statements made by me in this application are correct to the best of my knowledge.

Typed or printed name and date ▼ If this application gives a date of publication in space 3, do not sign and submit it before that date.

BRANDON D. COLE

Date ► 11/20/00

Handwritten signature (X) ▼

X

Certificate
will be
mailed in
window
envelope
to this
address:

Name ▼

BRANDON D. COLE

Number/Street/Apt ▼

1109 E. 12th Ave.

City/State/ZIP ▼

Spokane, WA 99202

YOU MUST:

- Complete all necessary spaces
- Sign your application in space 8

SEND ALL 3 ELEMENTS
IN THE SAME PACKAGE

1. Application form
2. Nonrefundable filing fee in check or money
3. Deposit material

As of July 1, 1999,
the filing fee for
Form VA is \$30.

MAIL TO

Library of Congress
Copyright Office
101 Independence Avenue, S.E.
Washington, D.C. 20554-0003

9

17 U.S.C. § 506(e): Any person who knowingly makes a false representation of a material fact in the application for copyright registration provided for by section 409, or in any written statement filed in connection with the application, shall be fined not more than \$2,500.

Form 1099-100,000
VEB REV: June 1999

PRINTED ON RECYCLED PAPER

U.S. GOVERNMENT PRINTING OFFICE: 1999-454-879/71

EXHIBIT 4

CERTIFICATE OF REGISTRATION



This Certificate issued under the seal of the Copyright Office in accordance with title 17, United States Code, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

Margbeth Peters

FORM VA

For a Work of the Visual Arts
UNITED STATES COPYRIGHT OFFICE

RE

VA 1-002-048



EFFECTIVE DATE OF REGISTRATION

1-3-2000
Month Day Year

OFFICIAL DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

TITLE OF THIS WORK
"HUMPBAC WHALE PICTURES" IN WILDLIFE SPECIALS book
published by Trident Press

NATURE OF THIS WORK See instructions

23 photographs published
in a book

PREVIOUS OR ALTERNATIVE TITLES

Publication as a Contribution If this work was published as a contribution to a periodical, serial, or collection, give information about the collective work in which the contribution appeared. Title of Collective Work

WILDLIFE SPECIALS

ISBN# 1-900724-16-2

If published in a periodical or serial give: Volume

Number

Issue Date

On Pages

See attached VA/CON form

NAME OF AUTHOR

BRANDON D. COLE

DATES OF BIRTH AND DEATH

Year Born

Year Died

1970

Was this contribution to the work a
"work made for hire"?

☐ Yes
☒ No

Author's Nationality or Domicile
Name of Country

OR ☒ Citizen of USA
☐ Domiciled in

Was This Author's Contribution to the Work

Anonymous?

☐ Yes
☒ No

Pseudonymous?

☐ Yes
☒ No

If the answer to either
of these questions is
"Yes," see detailed
instructions.

NATURE OF AUTHORSHIP Check appropriate box(es). See instructions

☐ 3-Dimensional sculpture

☐ Map

☐ Technical drawing

☐ 2-Dimensional artwork

☒ Photograph

☐ Text

☐ Reproduction of work of art

☐ Jewelry design

☐ Architectural work

NAME OF AUTHOR

DATES OF BIRTH AND DEATH

Year Born

Year Died

Was this contribution to the work a
"work made for hire"?

☐ Yes
☐ No

Author's Nationality or Domicile
Name of Country

OR ☐ Citizen of
☐ Domiciled in

Was This Author's Contribution to the Work

Anonymous?

☐ Yes
☐ No

Pseudonymous?

☐ Yes
☐ No

If the answer to either
of these questions is
"Yes," see detailed
instructions.

NATURE OF AUTHORSHIP Check appropriate box(es). See instructions

☐ 3-Dimensional sculpture

☐ Map

☐ Technical drawing

☐ 2-Dimensional artwork

☐ Photograph

☐ Text

☐ Reproduction of work of art

☐ Jewelry design

☐ Architectural work

Year in Which Creation of This Work Was
Completed

1997

This information
must be given
in all cases.

Date and Nation of First Publication of This Particular Work

Complete this information
ONLY if this work
has been published.

Month

Day

Year

1997

UNITED KINGDOM

Nation

COPYRIGHT CLAIMANT(S) Name and address must be given even if the claimant is the same as the author given in space 2.

BRANDON D. COLE
1109 E. 12th Ave.
Spokane, WA 99202

APPLICATION RECEIVED

MAR 31 2000

ONE DEPOSIT RECEIVED

TWO DEPOSITS RECEIVED

FUNDS RECEIVED

Transfer If the claimant(s) named here in space 4 is (are) different from the author(s) named in space 2, give a brief statement of how the claimant(s) obtained ownership of the copyright.

MORE ON BACK Complete all applicable spaces (numbers 5-9) on the reverse side of this page.

DO NOT WRITE HERE

NOTE

Under the law, the "author" of a "work made for hire" is generally the employer, not the employee (see instructions). For any part of this work that was "made for hire" check "Yes" in the space provided, give the employer (or other person for whom the work was prepared) as "Author" of that part, and leave the space for dates of birth and death blank.

See instructions
before completing
this space.

DO NOT WRITE HERE
OFFICE USE ONLY

EXAMINED BY

CHECKED BY

CORRESPONDENCE

Yes

FOR
COPYRIGHT
OFFICE
USE
ONLY

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

PREVIOUS REGISTRATION Has registration for this work, or for an earlier version of this work, already been made in the Copyright Office?

☐ Yes ☒ No If your answer is "Yes," why is another registration being sought? (Check appropriate box.) ▼a. ☐ This is the first published edition of a work previously registered in unpublished form.b. ☐ This is the first application submitted by this author as copyright claimant.c. ☐ This is a changed version of the work, as shown by space 6 on this application.

If your answer is "Yes," give: Previous Registration Number ▼

Year of Registration ▼

DERIVATIVE WORK OR COMPILATION Complete both space 6a and 6b for a derivative work; complete only 6b for a compilation.

a. Preexisting Material Identify any preexisting work or works that this work is based on or incorporates. ▼

See instructions
before completing
this space.

b. Material Added to This Work Give a brief, general statement of the material that has been added to this work and in which copyright is claimed. ▼

DEPOSIT ACCOUNT If the registration fee is to be charged to a Deposit Account established in the Copyright Office, give name and number of Account.
Name ▼ Account Number ▼

CORRESPONDENCE Give name and address to which correspondence about this application should be sent. Name/Address/Apt/City/State/ZIP ▼

BRANDON D COLE
1109 E. 12th Ave.
Spokane, WA 99202

Area code and daytime telephone number ▶ (509) 535-3489

Fax number ▶ (509) 535-2956

Email ▶ brandencole@msn.com

CERTIFICATION: I, the undersigned, hereby certify that I am the

check only one ▶

☒ author☐ other copyright claimant☐ owner of exclusive right(s)☐ authorized agent of...

Name of author or other copyright claimant, or owner of exclusive right(s) ▲

of the work identified in this application and that the statements made by me in this application are correct to the best of my knowledge.

Typed or printed name and date ▼ If this application gives a date of publication in space 3, do not sign and submit it before that date.

BRANDON D. COLE

Date ▶ 3/24/00

Handwritten signature (X) ▼

Certificate
will be
mailed in
window
envelope
to this
address:

Name ▼

BRANDON D. COLE

Number/Street/Apt ▼

1109 E. 12th Ave.

City/State/ZIP ▼

Spokane, WA 99202

YOU MUST

- Complete all necessary spaces
- Sign your application in space 8

SEND ALL 3 ELEMENTS
IN THE SAME PACKAGE

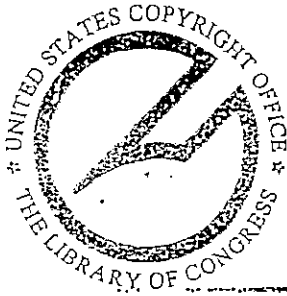
1. Application form
2. Nonrefundable filing fee in check or money order payable to Register of Copyrights
3. Deposit material

MAIL TO

Library of Congress
Copyright Office
101 Independence Avenue, S.E.
Washington, D.C. 20559-6000

9

EXHIBIT 5

CERTIFICATE OF REGISTRATION


This Certificate issued under the seal of the Copyright Office in accordance with title 17, United States Code, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

VAU 465-978

EFFECTIVE DATE OF REGISTRATION

 Dec 13 1999
 Month Day Year

Marybeth Peters
SEE CONTINUATION SHEET.
OFFICIAL SEAL OF THIS WORK ▼
REGISTER OF COPYRIGHTS
 United States of America

NATURE OF THIS WORK ▼ See Instructions
BRANDON D. COLE Marine Life Photo Collection No. 2
**COLLECTION OF 341
UNPUBLISHED PHOTOGRAPHS**
PREVIOUS OR ALTERNATIVE TITLES ▼
Publication as a Contribution If this work was published as a contribution to a periodical, serial, or collection, give information about the collective work in which the contribution appeared. **Title of Collective Work ▼**

 If published in a periodical or serial give: **Volume ▼** **Number ▼** **Issue Date ▼** **On Pages ▼**
NAME OF AUTHOR ▼
BRANDON D. COLE
DATES OF BIRTH AND DEATH

Year Born ▼ Year Died ▼

1970

 Was this contribution to the work a
 "work made for hire"?

☐ Yes

☒ No

Author's Nationality or Domicile
 Name of Country

 OR { Citizen of **USA**
 Domiciled in

Was This Author's Contribution to the Work

 Anonymous? ☐ Yes ☒ No

 Pseudonymous? ☐ Yes ☒ No

 If the answer to either
 of these questions is
 "Yes," see detailed
 instructions.

NATURE OF AUTHORSHIP Check appropriate box(es). **See Instructions**
☐ 3-Dimensional sculpture

☐ Map

☐ Technical drawing

☐ 2-Dimensional artwork

☒ Photograph

☐ Text

☐ Reproduction of work of art

☐ Jewelry design

☐ Architectural work

NAME OF AUTHOR ▼
DATES OF BIRTH AND DEATH

Year Born ▼ Year Died ▼

 Was this contribution to the work a
 "work made for hire"?

☐ Yes

☐ No

Author's Nationality or Domicile
 Name of Country

 OR { Citizen of
 Domiciled in

Was This Author's Contribution to the Work

 Anonymous? ☐ Yes ☐ No

 Pseudonymous? ☐ Yes ☐ No

 If the answer to either
 of these questions is
 "Yes," see detailed
 instructions.

NATURE OF AUTHORSHIP Check appropriate box(es). **See Instructions**
☐ 3-Dimensional sculpture

☐ Map

☐ Technical drawing

☐ 2-Dimensional artwork

☐ Photograph

☐ Text

☐ Reproduction of work of art

☐ Jewelry design

☐ Architectural work

Year in Which Creation of This Work Was

 Completed **1998**

 This information
 must be given
 in all cases.

Date and Nation of First Publication of This Particular Work

 Complete this information
 ONLY if this work
 has been published.

Month Day Year

Nation

COPYRIGHT CLAIMANT(S) Name and address must be given even if the claimant is the same as the author given in space 2. ▼

BRANDON D. COLE
1109 E. 12th AVE.
SPOKANE, WA 99202

Transfer if the claimant(s) named here in space 4 is (are) different from the author(s) named in space 2, give a brief statement of how the claimant(s) obtained ownership of the copyright. ▼

APPLICATION RECEIVED
DEC 13 1999
ONE DEPOSIT RECEIVED
DEC 13 1999
TWO DEPOSITS RECEIVED
FUNDS RECEIVED

 DO NOT WRITE HERE
 OFFICE USE ONLY

MORE ON BACK ▼

 • Complete all applicable spaces (numbers 5-9) on the reverse side of this page.
 • See detailed instructions.

• Sign the form at line 8.

DO NOT WRITE HERE

Page 1 of 2 pages

NOTE

Under the law, the "author" of a "work made for hire" is generally the employer, not the employee (see instructions). For any part of this work that was "made for hire" check "Yes" in the space provided, give the employer (or other person for whom the work was prepared) as "Author" of that part, and leave the space for dates of birth and death blank.

 See Instructions
 before completing
 this space.

EXAMINED BY CHECKED BY ☐ CORRESPONDENCE
YesFOR
COPYRIGHT
OFFICE
USE
ONLY

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

PREVIOUS REGISTRATION Has registration for this work, or for an earlier version of this work, already been made in the Copyright Office?

☐ Yes ☒ No If your answer is "Yes," why is another registration being sought? (Check appropriate box.) ▼

- a. ☐ This is the first published edition of a work previously registered in unpublished form.
- b. ☐ This is the first application submitted by this author as copyright claimant.
- c. ☐ This is a changed version of the work, as shown by space 6 on this application.

If your answer is "Yes," give: Previous Registration Number ▼

Year of Registration ▼

DERIVATIVE WORK OR COMPILATION Complete both space 6a and 6b for a derivative work; complete only 6b for a compilation.

a. Preexisting Material Identify any preexisting work or works that this work is based on or incorporates. ▼

b. Material Added to This Work Give a brief, general statement of the material that has been added to this work and in which copyright is claimed. ▼

DEPOSIT ACCOUNT If the registration fee is to be charged to a Deposit Account established in the Copyright Office, give name and number of Account.
Name ▼ Account Number ▼

CORRESPONDENCE Give name and address to which correspondence about this application should be sent. Name/Address/Apt/City/State/ZIP ▼

BRANDON D. COLE
1109 E. 12th AVE.
Spokane, WA 99202

Area code and daytime telephone number ► (509) 535-3489

Fax number ► (509) 535-2556

Email ► brandoncole@msn.com

CERTIFICATION* I, the undersigned, hereby certify that I am the

check only one ►

☒ Author☐ other copyright claimant☐ owner of exclusive right(s)☐ authorized agent of

Name of author or other copyright claimant, or owner of exclusive right(s) A

of the work identified in this application and that the statements made by me in this application are correct to the best of my knowledge.

Typed or printed name and date ▼ If this application gives a date of publication in space 3, do not sign and submit it before that date.

BRANDON D. COLE

Date ► 12/3/99

Handwritten signature (X) ▼

Certificate
will be
mailed in
window
envelope
to this
address:

Name ▼

BRANDON D. COLE

Number/Street/Apt. ▼

1109 E. 12th AVE.

City/State/ZIP ▼

Spokane, WA 99202

REMARKS

* Complete all necessary spaces
* Sign your application in space 8SEND ALL 3 ELEMENTS
IN THE SAME PACKAGE

1. Application form
2. Nonrefundable filing fee in check or money order payable to Register of Copyrights
3. Deposit material

MAIL TO

Library of Congress
Copyright Office
101 Independence Avenue, S.E.
Washington, D.C. 20558-8000

As of July 1, 1998,
the filing fee for
Form VA is \$36.

*17 U.S.C. § 506(e): Any person who knowingly makes a false representation of a material fact in the application for copyright registration provided for by section 409, or in any written statement filed in connection with the application, shall be fined not more than \$2,500.

June 1999 - 100,000
WEB REV: June 1999

♻️ PRINTED ON RECYCLED PAPER

U.S. GOVERNMENT PRINTING OFFICE: 1000-454-870/71

EXHIBIT 6

Certificate of Registration



This Certificate issued under the seal of the Copyright Office in accordance with title 17, United States Code, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

Marybeth Peters

Register of Copyrights, United States of America



Form VA
For a Work of the Visual Arts

VAu677-507



EFFECTIVE DATE OF REGISTRATION

Sep 21 2005
Month Day Year

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

1

Title of This Work ▼

NATURE OF THIS WORK ▼ See Instructions

"Brandon Cole Photo Collection No. 29"

271 unpublished photographs

Previous or Alternative Titles ▼

Publication as a Contribution If this work was published as a contribution to a periodical, serial, or collection, give information about the collective work in which the contribution appeared. Title of Collective Work ▼

If published in a periodical or serial give: Volume ▼ Number ▼ Issue Date ▼ On Pages ▼

2

NAME OF AUTHOR ▼

a Brandon D. Cole

DATES OF BIRTH AND DEATH

Year Born ▼ Year Died ▼

1970

Was this contribution to the work a "work made for hire"?

☐ Yes

☒ No

Author's Nationality or Domicile

Name of Country

OR { Citizen of USA

Domiciled in

Was This Author's Contribution to the Work

Anonymous? ☐ Yes ☒ No

Pseudonymous? ☐ Yes ☒ No

If the answer to either of these questions is "Yes," see detailed instructions.

Nature of Authorship Check appropriate box(es). See Instructions

☐ 3-Dimensional sculpture

☐ Map

☐ Technical drawing

☐ 2-Dimensional artwork

☒ Photograph

☐ Text

☐ Reproduction of work of art

☐ Jewelry design

☐ Architectural work

Name of Author ▼

b

Dates of Birth and Death

Year Born ▼ Year Died ▼

Was this contribution to the work a "work made for hire"?

☐ Yes

☐ No

Author's Nationality or Domicile

Name of Country

OR { Citizen of

Domiciled in

Was This Author's Contribution to the Work

Anonymous? ☐ Yes ☐ No

Pseudonymous? ☐ Yes ☐ No

If the answer to either of these questions is "Yes," see detailed instructions.

Nature of Authorship Check appropriate box(es). See Instructions

☐ 3-Dimensional sculpture

☐ Map

☐ Technical drawing

☐ 2-Dimensional artwork

☐ Photograph

☐ Text

☐ Reproduction of work of art

☐ Jewelry design

☐ Architectural work

3

Year in Which Creation of This Work Was Completed

2005

Date and Nation of First Publication of This Particular Work

Complete this information Month Day Year

ONLY if this work has been published.

Nation

4

COPYRIGHT CLAIMANT(S) Name and address must be given even if the claimant is the same as the author given in space 2.

Brandon D. Cole

4917 N. Boeing Rd.

Spokane Valley, WA 99206

Transfer If the claimant(s) named here in space 4 is (are) different from the author(s) named in space 2, give a brief statement of how the claimant(s) obtained ownership of the copyright.

APPLICATION RECEIVED

SEP 21 2005

ONE DEPOSIT RECEIVED

SEP 21 2005

TWO DEPOSITS RECEIVED

FUNDS RECEIVED

MORE ON BACK ►

• Complete all applicable spaces (numbers 5-9) on the reverse side of this page.
• See detailed instructions.
• Sign the form at line 8.

DO NOT WRITE HERE

Page 1 of 2 pages

EXHIBIT 7

CERTIFICATE OF REGISTRATION

FORM VA
For a Work of the Visual Arts
UNITED STATES COPYRIGHT OFFICE

This Certificate issued under the seal of the Copyright Office in accordance with title 17, United States Code, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

VAU 498-124



EFFECTIVE DATE OF REGISTRATION

JUN 28 2000
Month Day Year

OFFICIAL SEAL

REGISTER OF COPYRIGHTS

NATURE OF THIS WORK

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE SEPARATE CONTINUATION SHEET.

TITLE OF THIS WORK

"BRANDON D. COLE - Marine Life Photo Collection No. 5"

See instructions

575 unpublished photographs

PREVIOUS OR ALTERNATIVE TITLES

Publication as a Contribution If this work was published as a contribution to a periodical, serial, or collection, give information about the collective work in which the contribution appeared. Title of Collective Work

If published in a periodical or serial give: Volume Number Issue Date On Pages

NAME OF AUTHOR

a BRANDON D. COLE

DATES OF BIRTH AND DEATH
Year Born Year Died

1970

Was this contribution to the work a "work made for hire"?

☐ Yes
☒ No
Author's Nationality or Domicile
Name of Country

OR Citizen of USA
Domiciled in

Was This Author's Contribution to the Work

Anonymous? ☐ Yes ☒ No
Pseudonymous? ☐ Yes ☒ No

If the answer to either of these questions is "Yes," see detailed instructions.

NATURE OF AUTHORSHIP Check appropriate box(es). See instructions

☐ 3-Dimensional sculpture ☐ Map ☐ Technical drawing
☐ 2-Dimensional artwork ☒ Photograph ☐ Text
☐ Reproduction of work of art ☐ Jewelry design ☐ Architectural work

NAME OF AUTHOR

Was this contribution to the work a "work made for hire"?

☐ Yes
☐ No
Author's Nationality or Domicile
Name of Country

OR Citizen of
Domiciled in

DATES OF BIRTH AND DEATH
Year Born Year Died

Was This Author's Contribution to the Work

Anonymous? ☐ Yes ☐ No
Pseudonymous? ☐ Yes ☐ No

If the answer to either of these questions is "Yes," see detailed instructions.

NATURE OF AUTHORSHIP Check appropriate box(es). See instructions

☐ 3-Dimensional sculpture ☐ Map ☐ Technical drawing
☐ 2-Dimensional artwork ☐ Photograph ☐ Text
☐ Reproduction of work of art ☐ Jewelry design ☐ Architectural work

Year in Which Creation of This Work Was Completed

2000

This information must be given in all cases.

Date and Nation of First Publication of This Particular Work

Complete this information ONLY if this work has been published.

COPYRIGHT CLAIMANT(S) Name and address must be given even if the claimant is the same as the author given in space 2.

BRANDON D. COLE
1109 E. 12th Ave.
Spokane, WA 99202

Transfer If the claimant(s) named here in space 4 is (are) different from the author(s) named in space 2, give a brief statement of how the claimant(s) obtained ownership of the copyright.

APPLICATION RECEIVED

ONE DEPOSIT RECEIVED

JUN 28, 2000

TWO DEPOSITS RECEIVED

FUNDS RECEIVED

DO NOT WRITE HERE
OFFICE USE ONLY

DO NOT WRITE HERE

Page 1 of 2

MORE ON BACK

Complete all applicable spaces (numbers 5-9) on the reverse side of this page.
See detailed instructions. Sign the form at line 8.

2
NOTE

Under the law, the "author" of a "work-made-for-hire" is generally the employer, not the employee (see instructions). For any part of this work that was "made for hire" check "Yes" in the space provided, give the employer (or other person for whom the work was prepared) as "Author" of that part, and leave the space for dates of birth and death blank.

4

See instructions before completing this space.

EXAMINED BY *JS*CHECKED BY *JS*☐ CORRESPONDENCE
YesFOR
COPYRIGHT
OFFICE
USE
ONLY

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

PREVIOUS REGISTRATION Has registration for this work, or for an earlier version of this work, already been made in the Copyright Office?

☐ Yes ☒ No If your answer is "Yes," why is another registration being sought? (Check appropriate box.) ▼a. ☐ This is the first published edition of a work previously registered in unpublished form.b. ☐ This is the first application submitted by this author as copyright claimant.c. ☐ This is a changed version of the work, as shown by space 6 on this application.

If your answer is "Yes," give: Previous Registration Number ▼

Year of Registration ▼

DERIVATIVE WORK OR COMPILATION Complete both space 6a and 6b for a derivative work; complete only 6b for a compilation.

a. Preexisting Material Identify any preexisting work or works that this work is based on or incorporates. ▼

b. Material Added to This Work Give a brief, general statement of the material that has been added to this work and in which copyright is claimed. ▼

DEPOSIT ACCOUNT If the registration fee is to be charged in a Deposit Account established in the Copyright Office, give name and number of Account.
Name ▼ Account Number ▼

CORRESPONDENCE Give name and address to which correspondence about this application should be sent. Name/Address/Apt/City/State/ZIP ▼

BRANDON D. COLE
1109 E. 12th Ave
Spokane, WA 99202

Area code and daytime telephone number ▶ (509) 535-3489

Fax number ▶ (509) 535-2556

Email ▶ brandoncole@msn.com

CERTIFICATION I, the undersigned, hereby certify that I am the

check only one ▶ ☒ author
☐ other copyright claimant
☐ owner of exclusive right(s)
☐ authorized agent of

Name of author or other copyright claimant, or owner of exclusive right(s) ▲

of the work identified in this application and that the statements made by me in this application are correct to the best of my knowledge.

Typed or printed name and date ▼ If this application gives a date of publication in space 3, do not sign and submit it before that date.

BRANDON D. COLE

Date ▶ 6/23/00

Handwritten signature (X) ▼

☒ XCertificate
will be
mailed in
window
envelope
to this
address:

Name ▼

BRANDON D. COLE

Number/Street/Apt ▼

1109 E. 12th Ave

City/State/ZIP ▼

Spokane, WA 99202

YOU MUST

- Complete all necessary spaces
- Sign your application in space 8
- Pay the fee in full (see space 9)

1. Application form
2. Filing fee (see space 9)
3. Payment of fee (see space 9)
4. Payment of fee (see space 9)
5. Payment of fee (see space 9)
6. Payment of fee (see space 9)
7. Payment of fee (see space 9)
8. Payment of fee (see space 9)
9. Payment of fee (see space 9)

Copyright Office

101 Independence Avenue, S.E.

Washington, D.C. 20559-0000

As of July 1, 1999, the filing fee in Form VA is \$45.

*17 U.S.C. § 506: Any person who knowingly makes a false representation of a material fact in the application for copyright registration provided for by section 409, or in any written statement filed in connection with the application, shall be fined not more than \$2,500.

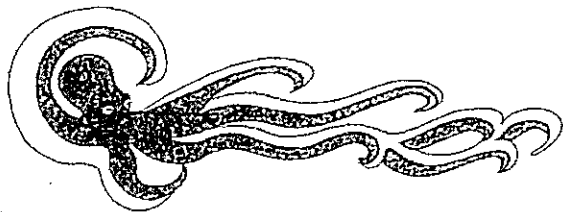
June 1999—2000

WEB REV. June 1999

PRINTED ON RECYCLED PAPER

U.S. GOVERNMENT PRINTING OFFICE: 1999-454-8797

EXHIBIT 8



Brandon Cole *marine photography*

4917 N. Boeing Rd., Spokane Valley, WA 99206 USA
 web: www.brandoncole.com e-mail: brandoncole@msn.com
 tel: 509.535.3489

Invoice Memo # 2150

TO: Michelina Viscusi, Image Permission Coordinator
 PEARSON EDUCATION, IRC
 One Lake Street
 Upper Saddle River, NJ 07458
 tel: 201-236-5807

DATE: 9.3.08
 P.O.#
 Ordered by: M. Viscusi

michelina_viscusi@pearson.com

Description of photographs and usage

Photo code: ge970, CO-21(3)AAIMYVS01
 Description: Humpback Whale

humpback whale, BIOLOGY: Concepts & Connections text, Campbell- Reece- et al
 Use/Size: Fee:

BIOLOGY: Concepts & Connections textbook, ISBN: 0321489845 \$ 255
 Authors: Campbell- Reece- Taylor- Simon- Dickey, 6th Edition, © 2009
 1/4 page size, inside placement, on Chapter Opener page
 Imprint: Benjamin Cummings

Note- this fee reflects a 15% discount for this being a secondary use

TERMS OF LICENSE- Upon receipt of payment in full of \$ 255 USD, Cole licenses PEARSON EDUCATION, IRC one-time, non-exclusive editorial reproduction rights to publish photo GE970 once in one printed (on paper) version/edition only of an educational textbook titled Biology: Concepts & Connections, Authors Campbell, Reece, Taylor, Simon, Dickey, 6th Edition, © 2009, ISBN 0321489845, Imprint: Benjamin Cummings. Photo to be reproduced at 1/4 page size, inside placement, on Chapter Opener page. Print run: 100k copies. Distribution: North American only. Languages: English only. Photo credit "Photo © www.brandoncole.com" to be included. Additional use of any kind whatsoever, in any media or by any means of distribution, requires an additional licensing fee- Please call us.

Credit line must read: 'Copyright © Brandon Cole' OR 'www.brandoncole.com'

Usage and Rights: Rights to reproduction of photographs are granted only upon Cole's receipt of payment of invoice in full. Any use prior to such payment may be considered an infringement of copyright. Any use not specifically granted in this license constitutes copyright infringement.

SUBTOTAL: \$ 255
 Research Fee: \$
 Other (): \$

Please make check payable to: Brandon Cole
 Federal Tax ID#: 83-0383262

TOTAL DUE: \$ 255;

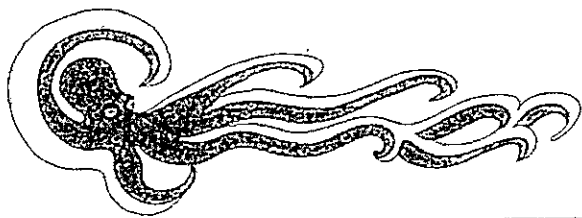
Thank you-

Terms and Conditions:

Both parties agree that the following terms and conditions embody all of the understandings and obligations between the parties hereto.

- 1) "Photographer" refers to Brandon D. Cole. "Photographs" means all photographic material furnished by Photographer, whether transparencies, digital files, scans, or otherwise. "Client" refers to the commissioning party, recipient of Photographs, or company named above and including, but not limited to, its representatives, employees, agents, affiliates, assigns, heirs, successors, and freelance researchers.
- 2) Except as otherwise specifically provided herein, all Photographs and rights therein, including copyright, remain the sole and exclusive property of Photographer. Any additional uses require the prior written agreement of Photographer on terms to be negotiated. Unless otherwise expressly provided herein, any grant of rights is limited to one (1) year from the date hereof for the territory of the United States and such rights are one-time, non-exclusive, English language only, USA editorial print (on paper) reproduction rights only.
- 3) Time is of the essence for receipt of payment and return of photographs. No rights are granted until Cole's receipt of payment of this invoice in full. Payment is required within thirty (30) days of invoice.
- 4) Reimbursement by Client for loss or damage shall be in the amount of One Thousand Five Hundred Dollars (\$1500.00) for each original transparency, One Hundred Dollars (\$100.00) for each 70mm repro dupe, Twenty Five Dollars (\$25.00) for each 35mm dupe, and \$10 for each CD-Rom. Client and Photographer agree that said liquidated damage amount represents the fair and reasonable value of each item.
- 5) Permission to scan or digitize Photographs is granted for pre-press purposes only, provided the digitized versions are stored only as long as work on the project is in progress. When the project is complete all digitized versions of the Photographs must either be destroyed or returned to the Photographer. Any scans or digital files made of the Photographs become and remain the property of the Photographer. Photographer retains full and legal ownership and copyright of all Photographs at all times. At no time is ownership or copyright in Photographs transferred to Client.
- 6) This submission is conditioned on the return of all delivered items safely, undamaged, and in the condition delivered. Client assumes all risk for all photographic material supplied by Photographer from time of receipt by to time of actual receipt by Client of Photographs by Photographer. Client assumes insurer's liability, not bailee's, for such return prepaid and fully insured by bonded messenger, air freight, or registered mail. Federal Express is the recommended delivery agent in all cases. Client assumes insurer's liability to indemnify Photographer for all loss, damages, or misuse of any photographs. Client assumes full liability for its employees, agents, assigns, messengers, and freelance researchers for any loss, damage, or misuse of these images.
- 7) Photographer's copyright notice- 'Copyright © Brandon Cole' or 'www.brandoncole.com' must accompany each use as an adjacent credit line. Invoice amount shall be tripled if said credit line is not provided. Client acknowledges that such a triple fee is fair and reasonable for photographer's loss of recognition and lack of copyright protection resulting from lack of, or improper, copyright notice/credit line.
- 8) Client may not assign or transfer this agreement, or any rights granted hereunder, to any third party. This agreement binds and inures to the benefit of Photographer, Client, Client's principals, employees, agents, and affiliates and their respective heirs, legal representatives, successors, and assigns. Client and its principals, employees, agents, and affiliates are jointly and severally liable for the performance of all payment and other obligations hereunder. No amendment or waiver of any terms is binding unless set forth in writing and signed by the parties. This agreement incorporates by reference Articles 2 and 3 of the Uniform Commercial Code and the Copyright Act of 1976, as amended. Client may not reprint Photographs, or sell or license Photographs to any third party.
- 9) Any dispute in connection with this stock picture invoice including its validity, interpretation, performance, or breach shall be arbitrated in Spokane, Washington pursuant to the rules of the American Arbitration Association and the laws of Washington. Judgement on the Arbitration award may be entered on the highest Federal or State Court having jurisdiction. Any dispute involving \$1500.00 or less may be submitted, without arbitration, to any Court having jurisdiction thereover. Client shall pay all arbitration and Court costs, reasonable Attorney's fees, plus legal interest on any award or judgement.
- 10) Client agrees that the above terms are made pursuant to Articles 2 and 3 of the Uniform Commercial Code and agrees to be bound by the same, including specifically the above clause 9 to arbitrate disputes.
- 11) Client will indemnify and defend Photographer against all claims, liability, damages, costs, and expenses, including reasonable legal fees and expenses, arising out of any use of any photographs for which no release was furnished by Photographer, or any photographs which are altered by Client. Unless so furnished, no release exists.
- 12) Objection to the above terms must be made in writing within ten (10) days of this memo's receipt. Holding Photographs for more than 48 hours, or use of Photographs in any way, including publication, or payment of this invoice, constitutes acceptance of the above terms which incorporates heretofore Articles 2 and 3 of the Uniform Commercial Code and the Copyright Act of 1976 as amended.
- 13) Client shall provide at least two free copies of uses appearing in print and a semi-annual statement of sales and subsidiary uses for photographs appearing in books.
- 14) All payments must be made by: 1) A check drawn on a U.S. bank 2) Wire transfer or 3) A money order in U.S. \$. For payments made by check drawn on a bank outside the USA, add \$40 U.S. surcharge to cover bank currency conversion charges. For wire transfers, add \$25 U.S. to cover bank service charges.

EXHIBIT 9



Brandon Cole marine photography

4917 N. Boeing Rd., Spokane Valley, WA 99206 USA

web: www.brandoncole.com e-mail: brandoncole@msn.com

tel: 509.535.3489

Invoice Memo # 2184

TO: Michelina Viscusi, Image Permission Coordinator
PEARSON EDUCATION, IRC
One Lake Street
Upper Saddle River, NJ 07458
tel: 201-236-5807

DATE: 12.15.08
P.O #
Ordered by: M. Viscusi

michelina_viscusi@pearson.com

Description of photographs and usage

Photo code: Description:

BIOLOGY: Concepts & Connections text, Campbell- Reece- Taylor- Simon- Dickey

QUANTITY EXTENSION

Fee:

ge970, CO-21(3)VAIMYVS0\Humpback Whale

BIOLOGY: Concepts & Connections textbook, ISBN: 0321489845EXP
Authors: Campbell- Reece- Taylor- Simon- Dickey, 6th Edition, © 2009
1/4 page size, inside placement, on Chapter Opener page
Imprint: Benjamin Cummings

\$ 191

Note- this fee reflects a 25% discount for this being a print run extension, and 15% because it's a secondary use

TERMS OF LICENSE- Upon receipt of payment in full of \$ 191 USD, Cole licenses PEARSON EDUCATION, IRC one-time, non-exclusive editorial reproduction rights to publish photo GE970 once in one printed (on paper) version/edition only of an educational textbook titled Biology: Concepts & Connections, Authors Campbell, Reece, Taylor, Simon, Dickey, 6th Edition, © 2009, ISBN 0321489845EXP, Imprint: Benjamin Cummings. Photo to be reproduced at 1/4 page size, inside placement, on Chapter Opener page. Print run: 100k copies in addition to the originally granted (invoice 2150) 100k, so now 200k total for this ISBN. Distribution: North American only. Languages: English only. Photo credit "Photo © www.brandoncole.com" to be included. Additional use of any kind whatsoever, in any media or by any means of distribution, requires an additional licensing fee- Please call us.

SUBTOTAL: \$ 191
Research Fee: \$
Other (): \$

Credit line must read: 'Copyright © Brandon Cole' OR 'www.brandoncole.com'

Usage and Rights:

Rights to reproduction of photographs are granted only upon

Cole's receipt of payment of invoice in full. Any use prior to such payment may be considered an infringement

of copyright. Any use not specifically granted in this license constitutes copyright infringement.

Please make check payable to: Brandon Cole

Federal Tax ID#: 83-0383262

TOTAL DUE: \$	191
----------------------	------------

Thank you-

Terms and Conditions:

Both parties agree that the following terms and conditions embody all of the understandings and obligations between the parties hereto.

1) "Photographer" refers to Brandon D. Cole. "Photographs" means all photographic material furnished by Photographer, whether transparencies, digital files, scans, or otherwise. "Client" refers to the commissioning party, recipient of Photographs, or company named above and including, but not limited to, its representatives, employees, agents, affiliates, assigns, heirs, successors, and freelance researchers.

2) Except as otherwise specifically provided herein, all Photographs and rights therein, including copyright, remain the sole and exclusive property of Photographer. Any additional uses require the prior written agreement of Photographer on terms to be negotiated. Unless otherwise expressly provided herein, any grant of rights is limited to one (1) year from the date hereof for the territory of the United

States and such rights are one-time, non-exclusive, English language only, USA editorial print (on paper) reproduction rights only.

3) Time is of the essence for receipt of payment and return of photographs. No rights are granted until Cole's receipt of payment of this invoice in full. Payment is required within thirty (30) days of invoice.

4) Five (5) % per month service charge on unpaid balance is applied hereafter. Adjustment of the amount of terms must be requested within ten (10) days of invoice receipt.

5) Reimbursement by Client for loss or damage shall be in the amount of One Thousand Five Hundred Dollars (\$1500.00) for each original transparency, One Hundred Dollars (\$100.00) for each 70mm repro

dupe, Twenty Five Dollars (\$25.00) for each 35mm dupe, and \$10 for each CD-Rom. Client and Photographer agree that said liquidated damage amount represents the fair and reasonable value of each item.

6) Permission to scan or digitize Photographs is granted for pre-press purposes only, provided the digitized versions are stored only as long as work on the project is in progress. When the project is complete all digitized versions of the Photographs must either be destroyed or returned to the Photographer. Any scans or digital files made of the Photographs become and remain the property of the

Photographer. Photographer retains full and legal ownership and copyright of all Photographs at all times. At no time is ownership or copyright in Photographs transferred to Client.

7) This submission is conditioned on the return of all delivered items safely, undamaged, and in the condition delivered. Client assumes all risk for all photographic material supplied by Photographer from

time of receipt by to time of actual receipt by Client of Photographs by Photographer. Client assumes insurer's liability, not bailee's, for such return prepaid and fully

insured by bonded messenger, air freight, or registered mail. Federal Express is the recommended delivery agent in all cases. Client assumes insurer's liability to indemnify Photographer for all loss,

damages, or misuse of any photographs. Client assumes full liability for its employees, agents, assigns, messengers, and freelance researchers for any loss, damage, or misuse of these images.

8) Photographer's copyright notice- Copyright © Brandon Cole' or 'www.brandoncole.com' must accompany each use as an adjacent credit line. Invoice amount shall be tripled if said credit line is not provided.

Client acknowledges that such a triple fee is fair and reasonable for photographer's loss of recognition and lack of copyright protection resulting from lack of, or improper, copyright notice/credit line.

9) Client may not assign or transfer this agreement, or any rights granted hereunder, to any third party. This agreement binds and inures to the benefit of Photographer, Client, Client's

principals, employees, agents, and affiliates and their respective heirs, legal representatives, successors, and assigns. Client and its principals, employees, agents, and affiliates are jointly and severally

liable for the performance of all payment and other obligations hereunder. No amendment or waiver of any terms is binding unless set forth in writing and signed by the parties. This agreement

incorporates by reference Articles 2 and 3 of the Uniform Commercial Code and the Copyright Act of 1976, as amended. Client may not reprint Photographs, or sell or license Photographs to any third party.

10) Any dispute in connection with this stock picture invoice including its validity, interpretation, performance, or breach shall be arbitrated in Spokane, Washington pursuant to the rules of the American

Arbitration Association and the laws of Washington. Judgement on the Arbitration award may be entered on the highest Federal or State Court having jurisdiction. Any dispute involving \$1500.00 or less

may be submitted, without arbitration, to any Court having jurisdiction thereof. Client shall pay all arbitration and Court costs, reasonable Attorney's fees, plus legal interest on any award or judgement.

11) Client agrees that the above terms are made pursuant to Articles 2 and 3 of the Uniform Commercial Code and agrees to be bound by the same, including specifically the above clause 9 to arbitrate disputes.

12) Client will indemnify and defend Photographer against all claims, liability, damages, costs, and expenses, including reasonable legal fees and expenses, arising out of any use of any

photographs for which no release was furnished by Photographer, or any photographs which are altered by Client. Unless so furnished, no release exists.

13) Objection to the above terms must be made in writing within ten (10) days of this memo's receipt. Holding Photographs for more than 48 hours, or use of Photographs in any way, including publication,

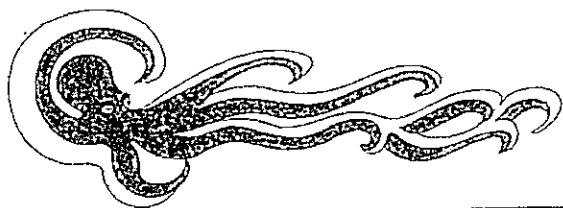
or payment of this invoice, constitutes acceptance of the above terms which incorporates hereby Articles 2 and 3 of the Uniform Commercial Code and the Copyright Act of 1976 as amended.

14) Client shall provide at least two free copies of uses appearing in print and a semi-annual statement of sales and subsidiary uses for photographs appearing in books.

15) All payments must be made by: 1) A check drawn on a U.S. bank; 2) Wire transfer; or 3) A money order in U.S. \$. For payments made by check drawn on a bank outside the USA, add

\$40 U.S. surcharge to cover bank currency conversion charges. For wire transfers, add \$25 U.S. to cover bank service charges.

EXHIBIT 10



Brandon Cole marine photography

4917 N. Boeing Rd., Spokane Valley, WA 99206 USA
 web: www.brandoncole.com e-mail: brandoncole@msn.com
 tel: 509.535.3489

Invoice Memo # 2151

TO: Michelina Viscusi, Image Permission Coordinator
 PEARSON EDUCATION, IRC
 One Lake Street
 Upper Saddle River, NJ 07458
 tel: 201-236-5807

DATE: 9.3.08
 P.O.#
 Ordered by: M. Viscusi

michelina_viscusi@pearson.com

Description of photographs and usage	humpback, BIOLOGY: Concepts & Connections- Instructor's Resources & Media	Use/Size:	Fee:
Photo code: Description:			
ge970, CO-21(3)VA/IMYVS0/Humpback Whale	BIOLOGY: Concepts & Connections- Instructor's Resources & Media, Authors: Campbell- Reece- Taylor- Simon- Dickey, 6th Edition, © 2009 1/4 page size, inside placement, on Chapter Opener page ISBN: 0321548248 Imprint: Benjamin Cummings		\$ 170

Note- this fee reflects a 15% discount for this being a secondary use

TERMS OF LICENSE- Upon receipt of payment in full of \$ 170 USD, Cole licenses PEARSON EDUCATION, IRC one-time, non-exclusive editorial reproduction rights to publish photo GE970 once in one electronic version/edition only of the Instructor's Resources & Media associated with an educational textbook titled Biology: Concepts & Connections, Authors Campbell, Reece, Taylor, Simon, Dickey, 6th Edition, © 2009, ISBN 0321548248, Imprint: Benjamin Cummings. Photo to be reproduced at 1/4 page size, inside placement, on Chapter Opener page. Print run: 20k copies. Distribution: North American only. Languages: English only. Photo credit "Photo © www.brandoncole.com" to be included. Additional use of any kind whatsoever, in any media or by any means of distribution, requires an additional licensing fee- Please call us.

Credit line must read: 'Copyright © Brandon Cole' OR 'www.brandoncole.com'

Usage and Rights: Rights to reproduction of photographs are granted only upon Cole's receipt of payment of invoice in full. Any use prior to such payment may be considered an infringement of copyright. Any use not specifically granted in this license constitutes copyright infringement.

Please make check payable to: Brandon Cole
 Federal Tax ID#: 83-0383262

SUBTOTAL: \$ 170
 Research Fee: \$
 Other (): \$

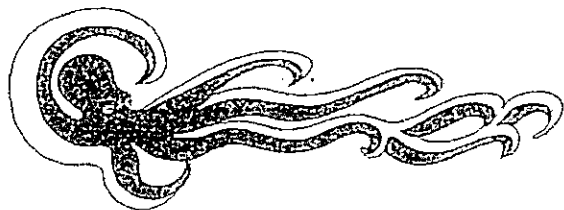
TOTAL DUE: \$ 170
 Thank you-

Terms and Conditions:

Both parties agree that the following terms and conditions embody all of the understandings and obligations between the parties hereto.

- 1) "Photographer" refers to Brandon D. Cole. "Photographs" means all photographic material furnished by Photographer, whether transparencies, digital files, scans, or otherwise. "Client" refers to the commissioning party, recipient of Photographs, or company named above and including, but not limited to, its representatives, employees, agents, affiliates, assigns, heirs, successors, and freelance researchers.
- 2) Except as otherwise specifically provided herein, all Photographs and rights therein, including copyright, remain the sole and exclusive property of Photographer. Any additional uses require the prior written agreement of Photographer on terms to be negotiated. Unless otherwise expressly provided herein, any grant of rights is limited to one (1) year from the date hereof for the territory of the United States and such rights are one-time, non-exclusive, English language only, USA editorial print (on paper) reproduction rights only.
- 3) Time is of the essence for receipt of payment and return of photographs. No rights are granted until Cole's receipt of payment of this invoice in full. Payment is required within thirty (30) days of invoice.
- 4) Reimbursement by Client for loss or damage shall be in the amount of One Thousand Five Hundred Dollars (\$1500.00) for each original transparency, One Hundred Dollars (\$100.00) for each 70mm repro dupe, Twenty Five Dollars (\$25.00) for each 35mm dupe, and \$10 for each CD-Rom. Client and Photographer agree that said liquidated damage amount represents the fair and reasonable value of each item.
- 5) Permission to scan or digitize Photographs is granted for pre-press purposes only, provided the digitized versions are stored only as long as work on the project is in progress. When the project is complete all digitized versions of the Photographs must either be destroyed or returned to the Photographer. Any scans or digital files made of the Photographs become and remain the property of the Photographer. Photographer retains full and legal ownership and copyright of all Photographs at all times. At no time is ownership or copyright in Photographs transferred to Client.
- 6) This submission is conditioned on the return of all delivered items safely, undamaged, and in the condition delivered. Client assumes insurer's liability to indemnify Photographer for all loss, insured by bonded messenger, air freight, or registered mail. Federal Express is the recommended delivery agent in all cases. Client assumes insurer's liability to indemnify Photographer for all loss, damages, or misuse of any photographs. Client assumes full liability for its employees, agents, assigns, messengers, and freelance researchers for any loss, damage, or misuse of these images.
- 7) Photographer's copyright notice- 'Copyright © Brandon Cole' or 'www.brandoncole.com' must accompany each use as an adjacent credit line. Invoice amount shall be tripled if said credit line is not provided. Client acknowledges that such a triple fee is fair and reasonable for photographer's loss of recognition and lack of copyright protection resulting from lack of, or improper, copyright notice/credit line.
- 8) Client may not assign or transfer this agreement, or any rights granted hereunder, to any third party. This agreement binds and inures to the benefit of Photographer, Client, Client's principals, employees, agents, and affiliates and their respective heirs, legal representatives, successors, and assigns. Client and its principals, employees, agents, and affiliates are jointly and severally liable for the performance of all payment and other obligations hereunder. No amendment or waiver of any terms is binding unless set forth in writing and signed by the parties. This agreement incorporates by reference Articles 2 and 3 of the Uniform Commercial Code and the Copyright Act of 1976, as amended. Client may not reprint Photographs, or sell or license Photographs to any third party.
- 9) Any dispute in connection with this stock picture invoice including its validity, interpretation, performance, or breach shall be arbitrated in Spokane, Washington pursuant to the rules of the American Arbitration Association and the laws of Washington. Judgement on the Arbitration award may be entered on the Highest Federal or State Court having jurisdiction. Any dispute involving \$1500.00 or less may be submitted, without arbitration, to any Court having jurisdiction thereof. Client shall pay all arbitration and Court costs, reasonable Attorney's fees, plus legal interest on any award or judgement.
- 10) Client agrees that the above terms are made pursuant to Articles 2 and 3 of the Uniform Commercial Code and agrees to be bound by the same, including specifically the above clause 9 to arbitrate disputes.
- 11) Client will indemnify and defend Photographer against all claims, liability, damages, costs, and expenses, including reasonable legal fees and expenses, arising out of any use of any photographs for which no release was furnished by Photographer, or any photographs which are altered by Client. Unless so furnished, no release exists.
- 12) Objection to the above terms must be made in writing within ten (10) days of this memo's receipt. Holding Photographs for more than 48 hours, or use of Photographs in any way, including publication, or payment of this invoice, constitutes acceptance of the above terms which incorporates hereby Articles 2 and 3 of the Uniform Commercial Code and the Copyright Act of 1976 as amended.
- 13) Client shall provide at least two free copies of uses appearing in print and a semi-annual statement of sales and subsidiary uses for photographs appearing in books.
- 14) All payments must be made by: 1) A check drawn on a U.S. bank; 2) Wire transfer; or 3) A money order in U.S. \$. For payments made by check drawn on a bank outside the USA, add \$40 U.S. surcharge to cover bank currency conversion charges. For wire transfers, add \$25 U.S. to cover bank service charges.

EXHIBIT 11



Brandon Cole marine photography

4917 N. Boeing Rd., Spokane Valley, WA 99206 USA
 web: www.brandoncole.com e-mail: brandoncole@msn.com
 tel: 509.535.3489

Invoice Memo # 2166

TO: Michelina Viscusi, Image Permission Coordinator
 PEARSON EDUCATION, IRC
 One Lake Street
 Upper Saddle River, NJ 07458
 tel: 201-236-5807

DATE: 11.3.08
 P.O #
 Ordered by: M. Viscusi

michelina_viscusi@pearson.com

Description of photographs and usage	humpback whale, BIOLOGY text, Campbell- Reece. Imprint: Benjamin Cummings		
Photo code: Description:	Use/Size:	Fee:	
ge970, 41-06(1)AACGJQY0A baleen whale	BIOLOGY textbook, ISBN: 0805368442; Authors: Campbell- Reece 8th Edition, © 2008; 1/4 page size, inside placement,	\$	300
Note- this fee reflects a 15% discount for this being a secondary use			
mb42, 44-03AAIJRFK0\ Sockeye salmon	BIOLOGY textbook, ISBN: 0805368442; Authors: Campbell- Reece 8th Edition, © 2008; 1/4 page size, inside placement,	\$	350

TERMS OF LICENSE- Upon receipt of payment in full of \$ 650 USD, Cole licenses PEARSON EDUCATION, IRC one-time, non-exclusive editorial reproduction rights to publish photos GE970 and MB42 one time each in one printed (on paper) version/edition only of an educational textbook titled Biology, Authors Campbell - Reece, 8th Edition, © 2008, ISBN 0805368442, Imprint: Benjamin Cummings. Photo to be reproduced at 1/4 page size, inside placement. Print run: 300k copies. Distribution: World. Languages: English only. Photo credit "Photo © www.brandoncole.com" to be included. Additional use of any kind whatsoever, in any media or by any means of distribution, requires an additional licensing fee- Please call us.

Credit line must read: 'Copyright © Brandon Cole' OR 'www.brandoncole.com'

Usage and Rights: Rights to reproduction of photographs are granted only upon Cole's receipt of payment of invoice in full. Any use prior to such payment may be considered an infringement of copyright. Any use not specifically granted in this license constitutes copyright infringement.

SUBTOTAL: \$ 650
 Research Fee: \$
 Other (): \$

TOTAL DUE: \$ 650

Thank you-

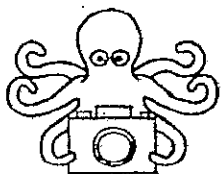
Please make check payable to: Brandon Cole
 Federal Tax ID#: 83-0383262

Terms and Conditions:

Both parties agree that the following terms and conditions embody all of the understandings and obligations between the parties hereto.

- 1) "Photographer" refers to Brandon D. Cole. "Photographs" means all photographic material furnished by Photographer, whether transparencies, digital files, scans, or otherwise. "Client" refers to the commissioning party, recipient of Photographs, or company named above and including, but not limited to, its representatives, employees, agents, affiliates, assigns, heirs, successors, and freelance researchers.
- 2) Except as otherwise specifically provided herein, all Photographs and rights therein, including copyright, remain the sole and exclusive property of Photographer. Any additional uses require the prior written agreement of Photographer on terms to be negotiated. Unless otherwise expressly provided herein, any grant of rights is limited to one (1) year from the date hereof for the territory of the United States and such rights are one-time, non-exclusive, English language only, USA editorial print (on paper) reproduction rights only.
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- 4) Five (5) % per month service charge on unpaid balance is applied thereafter. Adjustment of the amount of terms must be requested within ten (10) days of invoice receipt.
- 5) Reimbursement by Client for loss or damage shall be in the amount of One Thousand Five Hundred Dollars (\$1500.00) for each original transparency, One Hundred Dollars (\$100.00) for each 70mm repro dupe, Twenty Five Dollars (\$25.00) for each 35mm dupe, and \$10 for each CD-Rom. Client and Photographer agree that said liquidated damage amount represents the fair and reasonable value of each item.
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- 7) This submission is conditioned on the return of all delivered items safely, undamaged, and in the condition delivered. Client assumes all risk for all photographic material supplied by Photographer from time of receipt by to time of actual receipt by Client of Photographs by Photographer. Client assumes insurer's liability, not bailee's, for such return prepaid and fully insured by bonded messenger, air freight, or registered mail. Federal Express is the recommended delivery agent in all cases. Client assumes insurer's liability to indemnify Photographer for all loss, damages, or misuse of any photographs. Client assumes full liability for its employees, agents, assigns, messengers, and freelance researchers for any loss, damage, or misuse of these images.
- 8) Photographer's copyright notice- 'Copyright © Brandon Cole' or 'www.brandoncole.com' must accompany each use as an adjacent credit line. Invoice amount shall be tripled if said credit line is not provided. Client acknowledges that such a triple fee is fair and reasonable for photographer's loss of recognition and lack of copyright protection resulting from lack of, or improper, copyright notice/credit line.
- 9) Client may not assign or transfer this agreement, or any rights granted hereunder, to any third party. This agreement binds and inures to the benefit of Photographer, Client, Client's principals, employees, agents, and affiliates and their respective heirs, legal representatives, successors, and assigns. Client and its principals, employees, agents, and affiliates are jointly and severally liable for the performance of all payment and other obligations hereunder. No amendment or waiver of any terms is binding unless set forth in writing and signed by the parties. This agreement incorporates by reference Articles 2 and 3 of the Uniform Commercial Code and the Copyright Act of 1976, as amended. Client may not reprint Photographs, or sell or license Photographs to any third party.
- 10) Any dispute in connection with this stock picture invoice including its validity, interpretation, performance, or breach shall be arbitrated in Spokane, Washington pursuant to the rules of the American Arbitration Association and the laws of Washington. Judgement on the Arbitration award may be entered on the highest Federal or State Court having jurisdiction. Any dispute involving \$1500.00 or less may be submitted, without arbitration, to any Court having jurisdiction thereof. Client shall pay all arbitration and Court costs, reasonable Attorney's fees, plus legal interest on any award or judgement.
- 11) Client agrees that the above terms are made pursuant to Articles 2 and 3 of the Uniform Commercial Code and agrees to be bound by the same, including specifically the above clause 9 to arbitrate disputes.
- 12) Client will indemnify and defend Photographer against all claims, liability, damages, costs, and expenses, including reasonable legal fees and expenses, arising out of any use of any photographs for which no release was furnished by Photographer, or any photographs which are altered by Client. Unless so furnished, no release exists.
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- 14) Client shall provide at least two free copies of uses appearing in print and a semi-annual statement of sales and subsidiary uses for photographs appearing in books.
- 15) All payments must be made by: 1) A check drawn on a U.S. bank; 2) Wire transfer; or 3) A money order in U.S. \$. For payments made by check drawn on a bank outside the USA, add \$40 U.S. surcharge to cover bank currency conversion charges. For wire transfers, add \$25 U.S. to cover bank service charges.

EXHIBIT 12



Brandon Cole

Marine Photographer

web: www.brandoncole.com
e-mail: brandoncole@msn.com
tel: 509.535.3489

4917 N. Boeing Rd., Spokane, WA 99206 USA

Invoice Memo # 1934

TO: Debbie Latronica, Image Permission Coordinator
PEARSON EDUCATION, IRC
One Lake Street
Upper Saddle River, NJ 07458
tel: 201-236-5849

DATE: 4.5.07
P.O #
Ordered by: D. Latronica

debbie_latronica@pearsoned.com

Description of photographs and usage	Photo code:	Description:	Use/Size:	Fee:
	JZ-1799	Intertidal zonation	Essentials of Oceanography textbook by Trujillo & Thurman 1/4 pg, inside placement, IMPRINT: Pearson Prentice Hall	\$ 195
Note that the \$195 fee reflects a 15% discount for re-use of this photo, first published in 8th edition of same title				

TERMS OF LICENSE- Upon receipt of payment in full of \$ 195, Cole grants PEARSON EDUCATION, IRC one-time, non-exclusive editorial reproduction rights to publish photo jz-1799 once in one printed (on paper) version/edition only of *Essentials of Oceanography* textbook, authors Trujillo & Thurman, Edition 9, ISBN 0132401223, Copyright 2008, published by Pearson Prentice Hall. Photo to be reproduced inside book at 1/4 page size. Print run: 40k copies. Distribution: North American only. Languages: English only. Photo credit "Photo © www.brandoncole.com" to be included. Electronic use rights are NOT automatically conferred by this print use licensing. No usage is herein granted for advertising, promotion, internet, web, PDF, CD-Rom, e-book, archiving, or other electronic or digital use. Additional use of any kind whatsoever, in any media or by any means of distribution, requires an additional licensing fee. Please call us.

SUBTOTAL: \$ 195
Research Fee: \$
Other (): \$

Credit line must read: 'Copyright © Brandon Cole' OR 'www.brandoncole.com'
Usage and Rights Granted: Rights to reproduction of photographs granted only upon receipt of payment of invoice in full. Any use prior to such payment may be considered an infringement of copyright.

TOTAL DUE: \$ 195

Thank you-

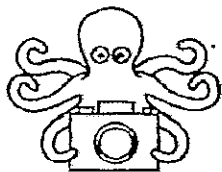
Please make check payable to: Brandon Cole
Federal Tax ID#: 83-0383262

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- 7) Photographer's copyright notice-"Copyright © Brandon Cole" or 'www.brandoncole.com' must accompany each use as an adjacent credit line. Invoice amount shall be tripled if said credit line is not provided. Client acknowledges that such a triple fee is fair and reasonable for photographer's loss of recognition and lack of copyright protection resulting from lack of, or improper, copyright notice/credit line.
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EXHIBIT 13



Brandon Cole

Marine Photographer

web: www.brandoncole.com
e-mail: brandoncole@msn.com
tel: 509.535.3489

4917 N. Boeing Rd., Spokane, WA 99206 USA

Invoice Memo # 1673

TO: Michelina Viscusi, Image Permission Coordinator
PEARSON EDUCATION, IRC
One Lake Street
Upper Saddle River, NJ 07458
tel: 201-236-5807
michelina_viscusi@pearsoned.com

DATE: 1.29.05
P.O #
Ordered by: M. Viscusi

Description of photographs and usage	Photo code:	Description:	Use/Size:	Fee:
humpback (baleen) whale , BIOLOGY textbook, BC Campbell- Reece	GE-970	A baleen whale	BIOLOGY textbook, by BC Campbell and Reece 1/4 pg, inside placement	\$ 380
Note- this fee reflects a 15% discount for this being a secondary use				

TERMS OF LICENSE- Upon receipt of payment in full of \$ 380, Cole grants PEARSON EDUCATION, IRC one-time, non-exclusive editorial reproduction rights to publish photo ge-970 once in one printed (on paper) version/edition only of BIOLOGY textbook, authors Campbell & Reece, Edition 7, Copyright 2005, published by Pearson/Benjamin Cummings Imprint, ISBN 0805371710. Photo to be reproduced inside book at 1/4 page size. Print run: 200k copies. Distribution: World. Languages: English only. Photo credit "Photo © www.brandoncole.com" to be included. Electronic use rights are NOT automatically conferred by this print use licensing. No usage is herein granted for advertising, promotion, internet, web, PDF, CD-Rom, e-book, archiving, or other electronic or digital use. Additional use of any kind whatsoever, in any media or by any means of distribution, requires an additional licensing fee- Please call us.

Credit line must read: 'Copyright © Brandon Cole' OR 'www.brandoncole.com'
Usage and Rights Granted: Rights to reproduction of photographs granted only upon receipt of payment of invoice in full. Any use prior to such payment may be considered an infringement of copyright.

SUBTOTAL: \$ 380
Research Fee: \$
Other (): \$

TOTAL DUE: \$ 380

Please make check payable to: Brandon Cole
Federal Tax ID#: 83-0383262

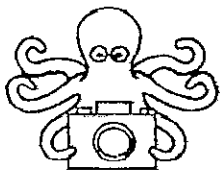
Thank you-

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- 7) Photographer's copyright notice- "Copyright © Brandon Cole" or "www.brandoncole.com" must accompany each use as an adjacent credit line. Invoice amount shall be tripled if said credit line is not provided. Client acknowledges that such a triple fee is fair and reasonable for photographer's loss of recognition and lack of copyright protection resulting from lack of, or improper, copyright notice/credit line.
- 8) Client may not assign or transfer this agreement, or any rights granted hereunder, to any third party. This agreement binds and inures to the benefit of Photographer, Client, Client's principals, employees, agents, and affiliates and their respective heirs, legal representatives, successors, and assigns. Client and its principals, employees, agents, and affiliates are jointly and severally liable for the performance of all payment and other obligations hereunder. No amendment or waiver of any terms is binding unless set forth in writing and signed by the parties. This agreement incorporates by reference Articles 2 and 3 of the Uniform Commercial Code and the Copyright Act of 1976, as amended. Client may not reprint Photographs, or sell or license Photographs to any third party.
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- 14) All payments must be made by: 1) A check drawn on a U.S. bank; 2) Wire transfer; or 3) A money order in U.S. \$. For payments made by check drawn on a bank outside the USA, add \$40 U.S. surcharge to cover bank currency conversion charges. For wire transfers, add \$25 U.S. to cover bank service charges.

EXHIBIT 14



Brandon Cole

Marine Photographer

web: www.brandoncole.com
e-mail: brandoncole@msn.com
tel: 509.535.3489

4917 N. Boeing Rd., Spokane, WA 99206 USA

Invoice Memo # 1674

TO: Michelina Viscusi, Image Permission Coordinator
PEARSON EDUCATION, IRC
One Lake Street
Upper Saddle River, NJ 07458
tel: 201-236-5807

DATE: 1.29.05
P.O #
Ordered by: M. Viscusi
michelina_viscusi@pearsoned.com

Description of photographs and usage	humpback (baleen) whale , BIOLOGY- IR CD, BC Campbell- Reece
Photo code:	Description:
GE-970	A baleen whale
	BIOLOGY IR CDRom, by BC Campbell and Reece
	1/4 pg, inside placement
	Note- this fee reflects a discount for this being a secondary use

TERMS OF LICENSE- Upon receipt of payment in full of \$ 170, Cole grants PEARSON EDUCATION, IRC one-time, non-exclusive editorial reproduction rights to publish photo ge-970 once in one version/edition only of BIOLOGY IR CDRom, authors Campbell & Reece, Edition 7, Copyright 2005, published by Pearson/Benjamin Cummings Imprint, ISBN 0805371737. Photo to be reproduced inside CDRom at 1/4 page size. Print run: 10k copies. Distribution: World. Languages: English only. Photo credit "Photo © www.brandoncole.com" to be included. Print use rights are NOT automatically conferred by this electronic use licensing. No usage is herein granted for print uses, advertising, promotion, internet, web, PDF, e-book, archiving, or other print or electronic use. Additional use of any kind whatsoever, in any media or by any means of distribution, requires an additional licensing fee- Please call us.

SUBTOTAL: \$ 170
Research Fee: \$
Other (): \$

Credit line must read: 'Copyright © Brandon Cole' OR 'www.brandoncole.com'
Usage and Rights Granted: Rights to reproduction of photographs granted only upon receipt of payment of invoice in full. Any use prior to such payment may be considered an infringement of copyright.

TOTAL DUE: \$ 170

Please make check payable to: Brandon Cole
Federal Tax ID#: 83-0383262

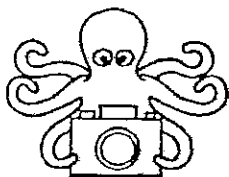
Thank you-

Terms and Conditions:

Both parties agree that the following terms and conditions embody all of the understandings and obligations between the parties hereto.

- 1) "Photographer" refers to Brandon D. Cole. "Photographs" means all photographic material furnished by Photographer, whether transparencies, digital files, scans, or otherwise. "Client" refers to the commissioning party, recipient of Photographs, or company named above and including, but not limited to, its representatives, employees, agents, affiliates, assigns, heirs, successors, and freelance researchers.
- 2) Except as otherwise specifically provided herein, all Photographs and rights therein, including copyright, remain the sole and exclusive property of Photographer. Any additional uses require the prior written agreement of Photographer on terms to be negotiated. Unless otherwise expressly provided herein, any grant of rights is limited to one (1) year from the date hereof for the territory of the United States and such rights are one-time, non-exclusive, English language only, USA editorial print (on paper) reproduction rights only.
- 3) Time is of the essence for receipt of payment and return of photographs. No rights are granted until Cole's receipt of payment of this invoice in full. Payment is required within thirty (30) days of invoice.
- 4) Five (5) % per month service charge on unpaid balance is applied thereafter. Adjustment of the amount of terms must be requested within ten (10) days of invoice receipt.
- 5) Reimbursement by Client for loss or damage shall be in the amount of One Thousand Five Hundred Dollars (\$1500.00) for each original transparency, One Hundred Dollars (\$100.00) for each 70mm repro dupe, Twenty Five Dollars (\$25.00) for each 35mm dupe, and \$10 for each CD-Rom. Client and Photographer agree that said liquidated damage amount represents the fair and reasonable value of each item.
- 6) Permission to scan or digitize Photographs is granted for pre-press purposes only, provided the digitized versions are stored only as long as work on the project is in progress. When the project is complete all digitized versions of the Photographs must either be destroyed or returned to the Photographer. Any scans or digital files made of the Photographs become and remain the property of the Photographer. Photographer retains full and legal ownership and copyright of all Photographs at all times. At no time is ownership or copyright in Photographs transferred to Client.
- 7) This submission is conditioned on the return of all delivered items safely, undamaged, and in the condition delivered. Client assumes all risk for all photographic material supplied by Photographer from time of receipt by to time of actual receipt by Client of Photographs by Photographer. Client assumes insurer's liability, not bailee's, for such return prepaid and fully insured by bonded messenger, air freight, or registered mail. Federal Express is the recommended delivery agent in all cases. Client assumes insurer's liability to indemnify Photographer for all loss, damages, or misuse of any photographs. Client assumes full liability for its employees, agents, assigns, messengers, and freelance researchers for any loss, damage, or misuse of these images.
- 8) Photographer's copyright notice- "Copyright © Brandon Cole" or "www.brandoncole.com" must accompany each use as an adjacent credit line. Invoice amount shall be tripled if said credit line is not provided. Client acknowledges that such a triple fee is fair and reasonable for photographer's loss of recognition and lack of copyright protection resulting from lack of, or improper, copyright notice/credit line.
- 9) Client may not assign or transfer this agreement, or any rights granted hereunder, to any third party. This agreement binds and inures to the benefit of Photographer, Client, Client's principals, employees, agents, and affiliates and their respective heirs, legal representatives, successors, and assigns. Client and its principals, employees, agents, and affiliates are jointly and severally liable for the performance of all payment and other obligations hereunder. No amendment or waiver of any terms is binding unless set forth in writing and signed by the parties. This agreement incorporates by reference Articles 2 and 3 of the Uniform Commercial Code and the Copyright Act of 1976, as amended. Client may not reprint Photographs, or sell or license Photographs to any third party.
- 10) Any dispute in connection with this stock picture invoice including its validity, interpretation, performance, or breach shall be arbitrated in Spokane, Washington pursuant to the rules of the American Arbitration Association and the laws of Washington. Judgement on the Arbitration award may be entered on the highest Federal or State Court having jurisdiction. Any dispute involving \$1500.00 or less may be submitted, without arbitration, to any Court having jurisdiction thereof. Client shall pay all arbitration and Court costs, reasonable Attorney's fees, plus legal interest on any award or judgement.
- 11) Client agrees that the above terms are made pursuant to Articles 2 and 3 of the Uniform Commercial Code and agrees to be bound by the same, including specifically the above clause 9 to arbitrate disputes.
- 12) Client will indemnify and defend Photographer against all claims, liability, damages, costs, and expenses, including reasonable legal fees and expenses, arising out of any use of any photographs for which no release was furnished by Photographer, or any photographs which are altered by Client. Unless so furnished, no release exists.
- 13) Objection to the above terms must be made in writing within ten (10) days of this memo's receipt. Holding Photographs for more than 48 hours, or use of Photographs in any way, including publication, or payment of this invoice, constitutes acceptance of the above terms which incorporates hereby Articles 2 and 3 of the Uniform Commercial Code and the Copyright Act of 1976 as amended.
- 14) Client shall provide at least two free copies of uses appearing in print and a semi-annual statement of sales and subsidiary uses for photographs appearing in books.
- 15) All payments must be made by: 1) A check drawn on a U.S. bank; 2) Wire transfer; or 3) A money order in U.S. \$. For payments made by check drawn on a bank outside the USA, add \$40 U.S. surcharge to cover bank currency conversion charges. For wire transfers, add \$25 U.S. to cover bank service charges.

EXHIBIT 15



Brandon Cole

Marine Photographer

web: www.brandoncole.com
e-mail: brandoncole@msn.com
tel: 509.535.3489

4917 N. Boeing Rd., Spokane, WA 99206 USA

Invoice Memo # 1648

TO: Vickie Menanteaux, Image Permission Coordinator
PEARSON EDUCATION, IRC
One Lake Street
Upper Saddle River, NJ 07458
tel: 201-236-5804

DATE: 9.24.04

P.O.#

Ordered by: V. Menanteaux

Description of photographs and usage Miller and Levine's Biology TEACHER EXPRESS CD-Rom by Prentice Hall

Photo code:	Description:	Use/Size:	Fee:
HU-690	Aggregating Anemones	"Biology" Teacher Express CD Rom © 2005 / inside, 1/4 pg 5k units, English Language	\$ 150

fee reflects discount for secondary use of this photo

TERMS OF LICENSE- Upon receipt of payment in full of \$ 150, Cole grants Pearson Education / Prentice Hall School one-time, non-exclusive editorial reproduction rights to publish photo HU-690 once in one version/edition only of one educational CD Rom titled "Biology" Teacher Express, © 2005, Authors: Miller and Levine, Imprint: Prentice Hall School. Photo to be reproduced in same context as original use in printed textbook (at 1/4 page size, inside). Print run: 5000 copies of the CD Rom in English. Distribution: United States, and up to 5% in Canada. Photo credit "Photo © www.brandoncole.com" to be included. No usage is herein granted for advertising, promotion, internet, web, PDF, e-book, archiving, or other printed, electronic or digital use. Additional use of any kind whatsoever, in any media or by any means of distribution, requires an additional licensing fee- Please call us.

SUBTOTAL: \$ 150

Research Fee: \$

Other (): \$

Credit line must read: 'Copyright © Brandon Cole' OR 'www.brandoncole.com'

Usage and Rights Granted: Rights to reproduction of photographs granted only upon receipt of payment of invoice in full. Any use prior to such payment may be considered an infringement

of copyright.

TOTAL DUE: \$ 150

Thank you-

Please make check payable to: Brandon Cole
Federal Tax ID#: 83-0383262

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